

Attorney Docket No. {See Schedule A}

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of {See Schedule A}

Confirmation No.: {See Schedule A}

Serial No.: {See Schedule A}

Group Art Unit: {See Schedule A}

Filed: {See Schedule A}

For: {See Schedule A}

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**REVOCATION AND NEW POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified applications hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward Kronish LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the applications identified in attached Schedule A as evidenced by the Assignments recorded at the reel and frames indicated in Schedule A, the attached Assignment documents from Nanogen, Inc. to Financiere Elitech SAS, and from Financiere Elitech SAS to DxCon, and the Certificate of Name Change from DxCon to Nexus Dx (also attached).

Attorney Docket No. {See Schedule A}
Page 2

Please direct all telephone calls and correspondence to:

CUSTOMER NUMBER: **58249**

COOLEY GODWARD KRONISH LLP
ATTN: Patent Group
777 6th Street NW, Suite 1100
Washington, DC 20001
Tel: 858-550-6000
Fax: (202) 842-7899

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date: 3/11/2010

Signature: Edward F. Brénnan
Name: Edward F. Brénnan, Ph.D.
Title: Chief Integration Officer
Company: NEXUS Dx, Inc.

Schedule A
U.S. Patent Application List

| Client-Matter | Cooley Docket Number | Title/Mark | Inventor -Name | Reel/Frame | Application No. | Application Date |
|---------------|----------------------|---|--|----------------------------|-----------------|------------------|
| 312502-2046 | NEXU-002/03US | METHODS AND COMPOSITIONS FOR ANALYTE DETECTION | EGAN, Richard L.; LIDGARD, Graham P.; BOCKER, David D.; JOHNSON, Christopher J. | 019776/0741 | 11/677,559 | Feb-21-2007 |
| 312502-2118 | NEXU-016/01US | POLYCLONAL-MONOCLONAL ELISA ASSAY FOR DETECTING N-TERMINUS PROBNP | DAVEY, Michelle; JACKOWSKI, George; KUPCHAK, Peter; STANTON, Eric B. | 014337/0010 | 10/359,051 | Feb-04-2003 |
| 312502-2101 | NEXU-017/00US | METHOD OF CONFIRMING THE PRESENCE OF MYOCARDIAL INFARCTION | KUPCHAK, Peter; JACKOWSKI, George; MARSHALL, John | 018227/0230 | 10/325,162 | Dec-20-2002 |
| 312502-2102 | NEXU-019/02US | DIAGNOSTIC DEVICE | HU, Wei | 018768/0807 019304/0421 | 10/531,912 | Oct-24-2003 |
| 312502-2162 | NEXU-022/02US | METHODS FOR PREDICTING OUTCOME IN TRAUMATIC BRAIN INJURY | JACKOWSKI, George; STANTON, Eric B.; KUPCHAK, Peter; TAKAHASHI, Miyoko; DAVEY, Michelle | 021795/0264 | 11/737,561 | Apr-19-2007 |
| 312502-2192 | NEXU-023/00US | DIAGNOSTIC METHODS FOR CONGESTIVE HEART FAILURE | JACKOWSKI, George; VAN LIESHOUT, Tracy; THATCHER, Brad; ZHANG, Rulin; YANTHA, Jason; RASAM/OLEISOLQ, Michele | 018187/0770 | 10/706,599 | Nov-11-2003 |

| Client-Matter | Cooley Docket Number | Title/Mark | Inventor - Name | Reel/Frame | Application No. | Application Date |
|---------------|----------------------|---|---|-------------|-----------------|------------------|
| 312502-2161 | NEXU-023/01US | DIAGNOSTIC METHODS FOR CONGESTIVE HEART FAILURE | JACKOWSKI, George VAN LIESHOUT, Tracy THATCHER, Brad ZHANG, Rulin YANTHA-Jason RASAMOELISOLO, Michele | 021291/0605 | 117736,885 | Apr-13-2007 |
| 312502-2201 | NEXU-024/01US | POLYCLONAL-POLYCLONAL-ELISA ASSAY FOR DETECTING N-TERMINUS-PROBNP | JACKOWSKI, George DAVEY, Michelle STANTON, Eric B. KUPCHAK, Peter SHI, Qinwei | 021795/0204 | 11/440,809 | May-25-2006 |
| 312502-2204 | NEXU-026/03US | DIFFERENTIAL IMMUNOASSAY | | 021291/0605 | 10/673,781 | Aug-23-2001 |
| 312502-2170 | NEXU-030/02US | METHOD FOR DETECTING LARGE MUTATIONS AND DUPLICATIONS USING CONTROL AMPLIFICATION COMPARISONS TO PARALOGOUS GENES | RADTKEY, Ray R. WHITMAN, Douglas LIDGARD, Graham P. | 023004/0585 | 12/118,312 | May-09-2008 |

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "DXCON, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "NEXUS DX, INC.", THE NINTH DAY OF JULY, A.D. 2009, AT 6:19 O'CLOCK P.M.

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you may verify this certificate online
at corp.delaware.gov/authver.shtml



[Handwritten Signature]
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7410502

DATE: 07-09-09

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DXCON, INC.", CHANGING ITS NAME FROM "DXCON, INC." TO "NEXUS DX, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF JULY, A.D. 2009, AT 6:19 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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You may verify this certificate online
at corp.delaware.gov/authvar.shtml



[Signature]
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7410501

DATE: 07-09-09

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
DXCON, INC.
a Delaware corporation

DxCon, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certifies as follows:

FIRST: The Board of Directors of the Company duly adopted resolutions proposing and declaring advisable the following amendment to the Amended and Restated Certificate of Incorporation of the Company (the "Certificate"), directing that said amendment be submitted to the stockholders of the Company for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article I of the Certificate is hereby amended and restated in its entirety to read as follows:

"ARTICLE I

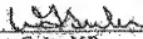
The name of this corporation is Nexus Dx, Inc."

SECOND: That thereafter, the holders of the necessary number of shares of capital stock of the Company gave their written consent in favor of the foregoing amendment in accordance with the provisions of Section 228 of the Delaware General Corporation Law.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment of
Amended and Restated Certificate of Incorporation to be signed this 9th day of July, 2009.



William Gerber, M.D.
President

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DXCON, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 2009, AT 1:52 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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090657295

You may verify this certificate online
at corp.delaware.gov/authver.shtml



[Handwritten Signature]
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7390090

DATE: 06-29-09



FINANCIERE ELITECH

12-12 bis rue Jean Jaurès – 92800 Puteaux – France

Tél : +33 (0)1 41 45 07 10 Fax : +33 (0)1 41 45 07 19

Société par actions simplifiée (SAS) au capital de 11 240 480 Euros

Siret : 481 676 062 000 13 – Code APE : 6420Z

R.C.S. NANTERRE B 481 676 062

June 26, 2009

Nanogen, Inc.
10398 Pacific Center Court
San Diego, California 92121

Re: Designation and Partial Assignment of Rights
to Receive Assets under Asset Purchase Agreement

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase Agreement, dated as of May 13, 2009, as amended from time to time (the “APA”), among Financière Elitech SAS (“Elitech”), Nanogen, Inc. (“Nanogen”), Epoch Biosciences, Inc. (“Epoch”) and Nanotronics, Inc. (“Nanotronics” and, collectively with Nanogen and Epoch, the “Sellers” and each a “Seller”). All capitalized terms used in this Designation and Partial Assignment or any attached schedules or exhibits shall have the meanings given in the APA unless otherwise defined herein.

As contemplated under Section 2.1 of the APA, and pursuant to Section 12.10 thereof, Elitech hereby designates DxCon, Inc. (“DxCon”), a Delaware corporation and wholly-owned subsidiary of BCC, to receive from Sellers under the APA all assets related to the Point of Care Business described under Section 2.1 of the APA, including those assets listed on Schedule A attached hereto (collectively, the “Designated Assets”). By signing and acknowledging this Designation and Partial Assignment, DxCon agrees to assume all Assumed Liabilities associated with the Designated Assets in accordance with Section 3.1 of the APA.

Elitech hereby instructs each Seller to transfer the Designated Assets to DxCon at the Closing. To the extent applicable, Elitech also hereby assigns to DxCon its rights to receive certain instruments of transfer from the Sellers under Section 7.1(g)(ii) of the APA as may be necessary to accomplish the transfers contemplated herein. Elitech also hereby assigns its rights under Sections 8.3, 8.8, 8.11, and 8.13 of the APA to DxCon solely with respect to the Designated Assets.

DxCon agrees to provide adequate assurance of future performance for all Assumed Contracts included in the Designated Assets as required by Section 8.6 of the APA.

The undersigned parties agree that DxCon shall be a permitted assignee of Elitech in accordance with Section 12.10 of the APA and that the rights described herein shall inure to the benefit of DxCon without regard to Section 12.15 of the APA.

Except as otherwise expressly set forth above, the rights and obligations of the Sellers and Elitech with respect to the Purchased Assets and the Assumed Liabilities shall remain as set forth in the APA.

This Designation and Partial Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

This Designation and Partial Assignment shall be governed by, and construed in accordance with, the internal laws and decisions of the State of Delaware.

Signature Pages Follow.

Sincerely yours,

Financière Elitech SAS,

By:

Pierre Debais
President

A handwritten signature in black ink, appearing to read "Pierre Debais", is enclosed within a large, roughly oval-shaped outline. The signature is fluid and cursive, with a prominent 'P' at the beginning.

ACKNOWLEDGED AND AGREED:

Bay City Capital Fund V, L.P.

By: Bay City Capital Management V LLC,
its General Partner

By: Bay City Capital LLC, its Manager

By: Wssuler
William G. Gerber
Investment Partner

**Bay City Capital Fund V Co-Investment Fund,
L.P.**

By: Bay City Capital Management V LLC,
its General Partner

By: Bay City Capital LLC, its Manager

By: Wssuler
William G. Gerber
Investment Partner

DxCon, Inc.

By: Wssuler
William G. Gerber
President

**ACKNOWLEDGED AS TO DESIGNATION AND
TRANSFER INSTRUCTIONS:**

Nanogen, Inc.

By: D. Ludvigson
David Ludvigson
President and COO

Epoch Biosciences, Inc.

By: D. Ludvigson
David Ludvigson
President

Nanotronics, Inc.

By: D. Ludvigson
David Ludvigson
Director

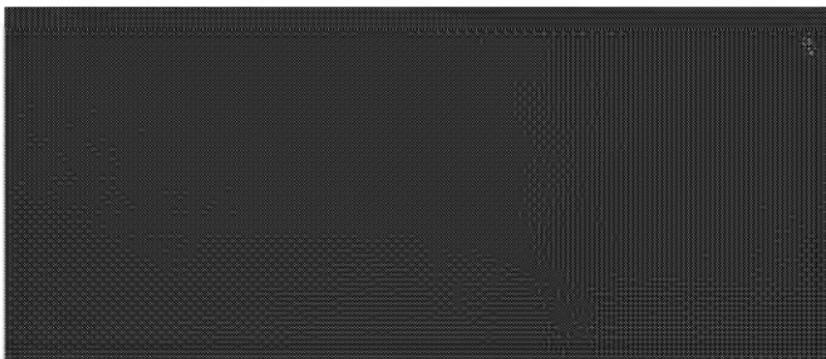
SCHEDULE A
POINT OF CARE ASSET LIST

Assets being transferred to DxCon:

- All assets directly associated with the Point of Care Business, including, but not limited to, all Intellectual Property, trade names, tangible personal property, inventory and supplies, receivables and prepaids, records, Contracts and licenses and other assets described in Section 2.1 of the APA.
- The Vyent, Cardiac STATus and Decision Point product lines
- The NeXus Dx platform
- All equity interests in: Recognomics, Delta Point, and Hx Diagnostics, Inc.
- Trade names: Cardiac STATus, Tox STATus, Vyent, Nexus Dx, Decision Point Diagnostics, and i-Lynx
- Domain names: cardiacstatus.net, statusfirst.com, toxstatus.com

Contracts being assumed by DxCon:

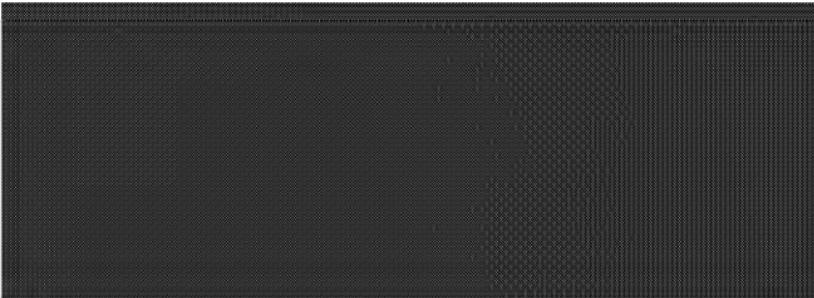
1. License Agreements



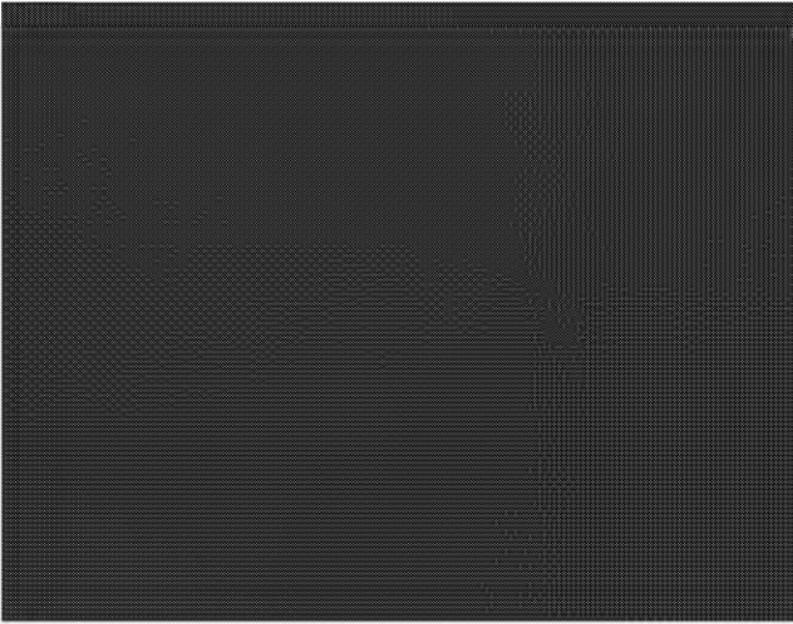
2. In-License

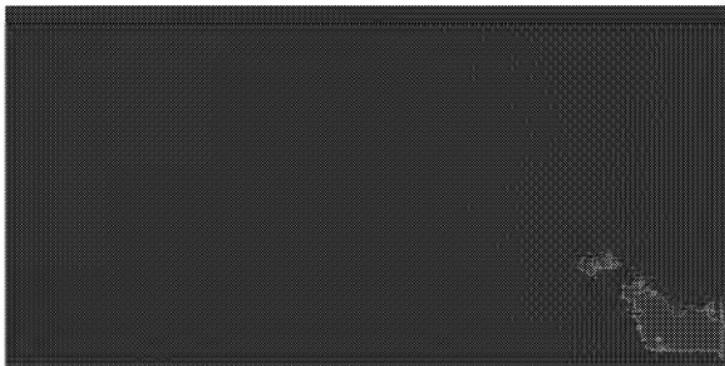


3. Distribution Agreements



4. Other





Patents being assigned to DxCon:

| | Title | App/Patent No. | Filing/ Issuance Dates |
|-----|---|------------------------------------|---------------------------------------|
| 1. | 33514-702.201 Methods and Compositions for Analyte Detection | US 11/677,559 US2008-0199851-A1 | Filed 2/21/07 |
| 2. | 33514-702.601PCT Methods and Compositions for Analyte Detection | PCT/US2007/004466 | Filed 2/21/07 |
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| 8. | | | |
| 9. | 33514-711.601US Methods and Compositions for Analyte Detection | US | |
| 10. | 33514-702.602PCT Multianalyte Assay | PCT/US2008/062088 | Filed 4/30/08 |
| 11. | | | |
| 12. | 37610-517P01US Methods for Detecting Nucleic Acids in a Sample | US 61/099,515 | Filed 9/23/08 |
| 13. | Hand-Held Scanner for Reading Point of Care Test Results | US 61/167,485 | Filed 4/7/09 |

| | Title | App/Patent No. | Filing/ Issuance Dates |
|----|---|-----------------------|---------------------------------------|
| 1. | 37610-525001US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,290,678 | Filed 5/3/91 Issued 3/1/94 |

| | Title | App/Patent No. | Filing/ Issuance Dates | |
|----|--|-----------------------|--|--|
| 2. | 37610-525003US Method and Device for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,604,105 | Filed 4/11/95 Issued 2/18/97 | |
| 3. | 37610-525C01US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,747,274 | Filed 9/1/96 Issued 5/5/98 | |
| 4. | 37610-525004US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,710,008 | Filed 10/22/96 Issued 1/20/98 | |
| 5. | 37610-525C03US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,744,358 | Filed 9/5/96 Issued 4/28/98 | |
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| | Title | App/Patent No. | Filing/ Issuance Dates | |
|----|--|-----------------------|---------------------------------------|--|
| 1. | A101 Q87317Conjunctive Analysis of Biological Marker Expression for Predicting Cardiac Mortality | US RE 39,816 | Filed 9/4/01 Issued 9/4/07 | |

| | Title | App/ Patent No. | Filing/ Issuance Dates | |
|-----|--|-------------------------------------|-------------------------------|--|
| 2. | 101C2US Q104957Conjunctive Analysis of Biological Marker Expression for Predicting Cardiac Mortality | US 11/984,299 | Filed 11/15/07 | |
| 3. | Q111527 Kit for Determining a Relative Risk of Cardiac Mortality | US 12/354,273 | Filed 1/15/09 | |
| 4. | | | | |
| 5. | | | | |
| 6. | 37610-506C01US Diagnostic Methods for Congestive Heart Failure | US-2009-0068676-A1 US 11/786,885 | Filed 4/12/07 | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | 37610-507C01US Polyclonal-Polyclonal Elisa Assay for Detecting N-Terminus proBNP | US 11/440,809 US2006-0211070 | Filed 5/25/06 | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | 37610-501C03US Polyclonal-Monoclonal Elisa Assay for Detecting N-Terminus pro-BNP | US 12/421,409 | Filed 4/9/08 | |

| | Title | App/Patent No. | Filing/ Issuance Dates | |
|-----|--|----------------------------------|---------------------------------------|--|
| 15. | 37610-501C02US Polyclonal-Monoclonal ELISA Assay for Detecting N-Terminus proBNP | US 11/375,432 US 7,527,939 | Filed 3/31/06 Issued 5/5/09 | |
| 16. | | | | |
| 17. | | | | |
| 18. | | | | |
| 19. | 37610-501C02US Polyclonal-Monoclonal ELISA Assay for Detecting N-Terminus proBNP | US 11/375,432 US 2006-0154321 | Filed 3/13/06 | |
| 20. | 37610-502C01US Monoclonal Antibodies Against N-Terminus proBNP | US 6,960,472 | Filed 2/4/03 Issued 11/1/05 | |
| 21. | | | | |
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| | Title | App/Patent No. | Filing/ Issuance Dates | |
|-----|--|----------------------------------|---------------------------------------|--|
| 24. | | | | |
| 25. | | | | |
| 26. | 37610-509F01US Calibrator for NT-pro-BNP Immunoassay | US 10/359,028 US 2004-0152128 | Filed 2/4/03 | |
| 27. | 2132.044US Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1793 Daltons | US 6,998,243 | Filed 4/30/01 Issued 2/14/06 | |
| 28. | BNP as an Indicator of Cardiac Allograft Rejection | US 6,117,644 | Filed 6/4/98 Issued 9/12/00 | |
| 29. | | | | |
| 30. | Predicting, Detecting and Monitoring Treatment of Cardiomyopathies and Myocarditis | US 2004-0132013A1 | Filed 11/13/03 | |

| | Title | App/Patent No. | Filing/ Issuance Dates | |
|----|---|----------------------------------|--|--|
| 1. | 37610-503F01US Method of Confirming the Presence of Myocardial Infarction | US 10/325,162 US 2004-0121306 | Filed 12/20/02 | |
| 2. | 37610-521F01US Monoclonal Antibody to Human Cardiac Myoglobin | US 5,573,957 | Filed 9/28/94 Issued 11/12/96 | |
| 3. | | | | |
| 4. | | | | |
| 5. | 37610-524003US Differential Immunoassay | US 6,673,562 | Filed 8/23/01 Issued 1/6/04 | |
| 6. | 37610-524D02US Differential Immunoassay | US 11/751,537 2008-0311591 | Filed 5/21/07 | |
| 7. | | | | |
| 8. | | | | |
| 9. | 37610-528F01US Single-Chain Polypeptides Comprising Creatine Kinase M and Creatine Kinase B | US 5,981,249 | Filed 2/5/98 Issued 9/9/99 | |

| | Title | App/Patent No. | Filing/ Issuance Dates | |
|----|---|-----------------------|---------------------------------------|--|
| 1. | 37610-504F01US Method for Diagnosing and Distinguishing Stroke and Diagnostic Devices for use therein | US 6,235,489 | Filed 2/22/00 Issued 5/22/01 | |

| | Title | App/Patent No. | Filing/ Issuance Dates | |
|----|---|------------------------------------|---------------------------------------|---|
| 2. | 37610-504D01US Method for Diagnosing and Distinguishing Stroke and Diagnostic Devices for use therein | US 6,780,606 | Filed 7/21/00 Issued 8/24/04 | |
| 3. | 8002C Method for Diagnosing and Distinguishing Stroke and Diagnostic Devices for use therein | US 10/924,283 US-2005-0136496A1 | Filed 8/23/04 | |
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| | Title | App/Patent No. | Filing/ Issuance Dates |
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| 9. | | | |
| 10. | | | |

[REDACTED]

| | Title | App/Patent No. | Filing/ Issuance Dates |
|----|---|-------------------------------|------------------------------|
| 1. | 37610-505C01US Methods for Predicting Outcome in Traumatic Brain Injury | US 11/737,561 2007-0184507 | Filed 4/19/07 |

[REDACTED]

| | Title | App/Patent No. | Filing/ Issuance Dates |
|----|---|----------------|-------------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | 37610-522F01US Analytical Test Device and Method for Use in Medical Diagnosis | US 6,171,870 | Filed 8/6/98 Issued 1/9/01 |

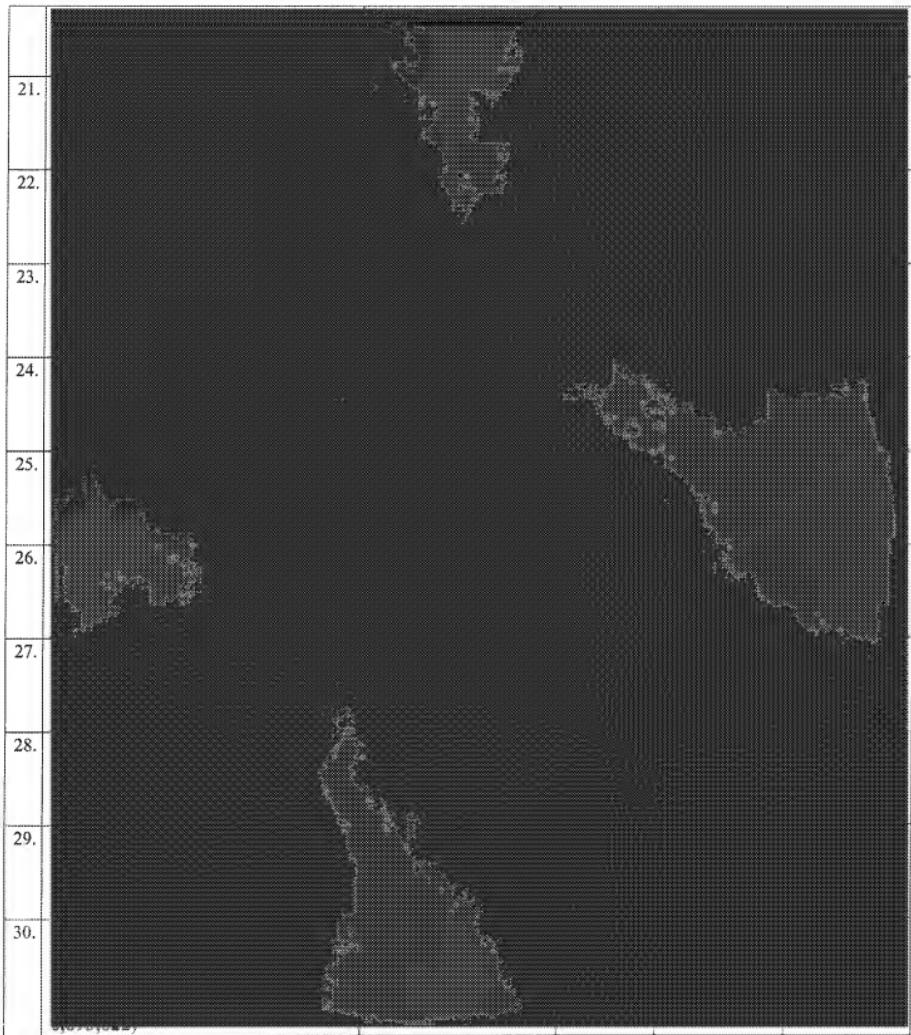
| | Title | App/Patent No. | Filing/ Issuance Dates | |
|-----|---|-----------------------|---------------------------------------|--|
| 5. | 37610-522C01US Analytical Test Device and Method for Use in Medical Diagnosis | US 6,673,628 | Filed 2/6/01 Issued 1/6/04 | |
| 6. | 37610-522002US Analytical Test Device and Method for Use in Medical Diagnoses | US 6,410,341 | Filed 7/14/99 Issued 6/25/02 | |
| 7. | 37610-522003US Analytical Test Device and Method for use in Medical Diagnoses | US 6,214,629 | Filed 7/14/99 Issued 4/10/01 | |
| 8. | | | | |
| 9. | 37610-523001US Diagnostic Device for Analyte Detection | US 7,256,053 | Filed 10/24/02 Issued 8/14/07 | |
| 10. | 37610-523N01US Diagnostic Device | US 10/531,912 | Filed 10/24/03 | |
| 11. | 37610-526C01US Lateral Flow Filter Devices for Separation of Body Fluids From Particulate Materials | US 5,916,521 | Filed 6/19/97 Issued 6/29/99 | |
| 12. | | | | |
| 13. | 37610-531F01US Immunoassay Test Kit with Funnel | US D405,539 | Filed 12/18/95 Granted 2/9/99 | |

| | Title | App/Patent No. | Filing/ Issuance Dates | |
|----|---|----------------|---------------------------------------|--|
| 1. | | | | |
| 2. | | | | |
| 3. | 37610-530001US Process and Device for the Separation of a Body Fluid Form Particulate Materials | US 5,240,862 | Filed 3/23/89 Issued 8/31/93 | |

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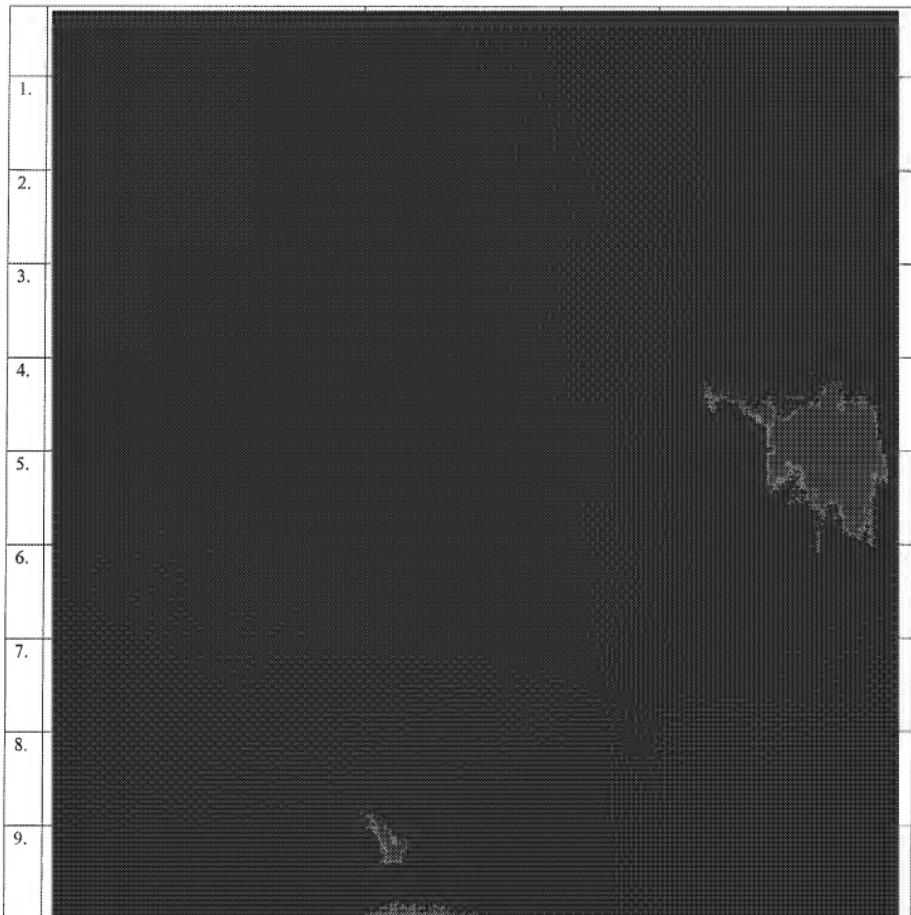
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ASSET PURCHASE AGREEMENT

BY AND AMONG

FINANCIERE ELITECH SAS,

NANOGEN, INC.,

EPOCH BIOSCIENCES, INC.,

AND

NANOTRONICS, INC.

May 13, 2009

TABLE OF CONTENTS

| | | |
|-----------|--|----|
| ARTICLE 1 | DEFINITIONS AND INTERPRETATION | 2 |
| 1.1 | Definitions..... | 2 |
| 1.2 | Interpretation..... | 10 |
| ARTICLE 2 | PURCHASE AND SALE OF ASSETS | 10 |
| 2.1 | Purchased Assets..... | 10 |
| 2.2 | Deletion of Purchased Assets..... | 12 |
| 2.3 | Retained Assets..... | 13 |
| ARTICLE 3 | ASSUMPTION OF LIABILITIES..... | 14 |
| 3.1 | Assumed Liabilities | 14 |
| 3.2 | Excluded Liabilities | 14 |
| ARTICLE 4 | CONSIDERATION | 14 |
| 4.1 | Purchase Price..... | 14 |
| 4.2 | Allocation of Purchase Price..... | 15 |
| 4.3 | Alternative Transaction Provisions..... | 16 |
| ARTICLE 5 | REPRESENTATIONS AND WARRANTIES OF SELLERS..... | 17 |
| 5.1 | Organization; Corporate Power of Sellers | 17 |
| 5.2 | Enforceability..... | 17 |
| 5.3 | No Conflicts; Consents | 17 |
| 5.4 | Intellectual Property..... | 18 |
| 5.5 | Changes..... | 22 |
| 5.6 | Tax Matters | 23 |
| 5.7 | Assets Generally | 23 |
| 5.8 | Legal Compliance | 24 |
| 5.9 | Permits | 24 |
| 5.10 | Contracts | 24 |
| 5.11 | Powers of Attorney | 25 |
| 5.12 | Legal Proceedings | 26 |
| 5.13 | Brokers' Fees | 26 |
| 5.14 | Customers and Suppliers | 26 |
| 5.15 | Warranty Claims | 26 |
| 5.16 | Product Liability | 27 |
| 5.17 | Accounts Receivable..... | 27 |
| 5.18 | Prepayments, Prebilled Invoices and Deposits | 27 |
| 5.19 | Insurance | 27 |
| 5.20 | Employees and Subcontractors | 27 |
| 5.21 | Employee Benefits | 28 |
| 5.22 | Environmental Matters..... | 28 |

| | | |
|------------|--|----|
| 5.23 | Certain Business Relationships with Affiliates..... | 28 |
| 5.24 | Books and Records | 29 |
| 5.25 | Deposit..... | 29 |
| 5.26 | Disclosure | 29 |
| 5.27 | Disclaimer of Additional Warranties..... | 29 |
| 5.28 | BCC Involvement | 29 |
| ARTICLE 6 | REPRESENTATIONS AND WARRANTIES OF BUYER..... | 29 |
| 6.1 | Organization and Power..... | 29 |
| 6.2 | Enforceability..... | 30 |
| 6.3 | Consents..... | 30 |
| 6.4 | No Conflicts | 30 |
| 6.5 | Legal Proceedings..... | 30 |
| 6.6 | Brokers' Fees | 30 |
| 6.7 | Financing..... | 30 |
| ARTICLE 7 | CONDITIONS TO CLOSING | 30 |
| 7.1 | Conditions to Buyer's Obligations..... | 30 |
| 7.2 | Conditions to Sellers' Obligations..... | 32 |
| ARTICLE 8 | COVENANTS | 33 |
| 8.1 | Ordinary Course of Business | 33 |
| 8.2 | Conduct of Business | 33 |
| 8.3 | Access | 35 |
| 8.4 | Employee Matters | 36 |
| 8.5 | Third Party Consents..... | 36 |
| 8.6 | Adequate Assurances Regarding Assumed Contracts..... | 36 |
| 8.7 | Cure Amounts | 37 |
| 8.8 | Use of "Nanogen" | 37 |
| 8.9 | Publicity | 37 |
| 8.10 | Expenses | 37 |
| 8.11 | Further Assurances..... | 37 |
| ARTICLE 9 | CLOSING AND TERMINATION..... | 38 |
| 9.1 | Closing | 38 |
| 9.2 | Termination..... | 38 |
| 9.3 | Effect of Termination..... | 39 |
| 9.4 | Limitation of Liability..... | 40 |
| ARTICLE 10 | TAX MATTERS..... | 40 |
| 10.1 | Filing of Returns | 40 |
| 10.2 | Transaction Taxes | 40 |
| 10.3 | Tax Prorations | 41 |

| | | |
|------------|----------------------------------|----|
| 10.4 | Tax Refunds..... | 41 |
| ARTICLE 11 | AUCTION PROCESS | 42 |
| ARTICLE 12 | GENERAL PROVISIONS | 42 |
| 12.1 | Bankruptcy Court Approval..... | 42 |
| 12.2 | Notices | 42 |
| 12.3 | Binding Effect | 44 |
| 12.4 | Exhibits and Schedules | 44 |
| 12.5 | Counterparts | 44 |
| 12.6 | Governing Law | 44 |
| 12.7 | Waivers | 45 |
| 12.8 | Modification..... | 45 |
| 12.9 | Assignment | 45 |
| 12.10 | Entire Agreement..... | 45 |
| 12.11 | Enforcement..... | 45 |
| 12.12 | Access to Books and Records..... | 45 |
| 12.13 | Severability | 45 |
| 12.14 | No Third-Party Rights..... | 46 |

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of May 13, 2009 (the "Effective Date") by and among Financière Elitech SAS, a *société par actions simplifiée* formed under the laws of France ("Buyer"), Nanogen, Inc., a Delaware corporation ("Nanogen"), Epoch Biosciences, Inc., a Delaware corporation and wholly-owned subsidiary of Nanogen ("Epoch"), and Nantronics, Inc., a California corporation and wholly-owned subsidiary of Nanogen ("Nantronics" and, collectively with Nanogen and Epoch, the "Sellers" and each a "Seller"). Buyer and Sellers are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." All terms used below without definition are defined in Article 1 hereof.

PRELIMINARY STATEMENTS

A. Nanogen, Epoch and Nantronics anticipate that in the near future they will file voluntary petitions commencing cases under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. They also anticipate that the cases will be jointly administered. Such cases are referred to in this Agreement collectively as the "Chapter 11 Case," and the court in which the Chapter 11 Case will be pending is referred to as the "Bankruptcy Court."

B. Sellers desire to sell, transfer, convey, assign and deliver to Buyer, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, all of the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement.

C. Each of the Parties contemplates that the Purchased Assets will be sold pursuant to a Sale Order, and such order will authorize and direct the assumption and assignment by each Seller, as appropriate, of the Assumed Contracts under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement.

D. Subject to the Bankruptcy Court's (1) approval of certain bid procedures ("Bid Procedures") for the sale of the Purchased Assets pursuant to an auction (the "Auction"), (2) issuance of the Bid Procedure Order, and (3) issuance of the Sale Order, which Sale Order shall be a Final Order and, *inter alia*, incorporate the terms of this Agreement, Buyer will purchase from Sellers, and Sellers will sell, transfer, convey, assign and deliver to Buyer all of the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement.

E. Buyer is entering into employment agreements ("Employment Agreements") with the individuals listed on Exhibit A (the "Transferred Employees") simultaneously with the execution and delivery of this Agreement, which, subject to the Closing and the consummation of the Contemplated Transactions, shall be effective as of the Closing Date.

F. Buyer, Nanogen and the shareholders of Buyer are entering into a mutual termination agreement and release simultaneously with the execution and delivery of this Agreement terminating that certain Share Exchange Agreement by and among Nanogen, Buyer and the shareholders of Buyer dated as of August 14, 2008.

G. In order to make a single bid for the Purchased Assets, Buyer has entered into an agreement with The Bay City Capital Fund V, L.P. (together with its Affiliates, "BCC") pursuant to which BCC will finance a portion of the Purchase Price (provided that Buyer remains obligated to pay the full amount of the Purchase Price subject to the terms of this Agreement) and receive immediately subsequent to the Closing title to certain of the Purchased Assets, license to use certain of the Purchased Assets, and assignments of certain Contracts.

H. The Parties have agreed on the terms and conditions of a sale and assignment of the Purchased Assets to Buyer and the assumption of the Assumed Liabilities by Buyer on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing Preliminary Statements, and of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which each of the Parties hereby acknowledges, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions.

Accounting terms used and not otherwise defined in this Agreement shall have the meanings given to them under GAAP. When used in this Agreement, the following terms in all of their tenses and cases shall have the meanings assigned to them below or elsewhere in this Agreement as indicated below:



"Acquisition Proposal" means a proposal relating to any merger, consolidation, business combination, sale, license or other disposition of any assets, rights or properties of Sellers or any of their respective assets pursuant to one or more transactions, sale of 50% or more of the outstanding shares of capital stock of any Seller (including by way of a tender offer) or similar transaction involving one or more third parties and any Seller.

"Affiliate" of any Person means any Person directly or indirectly controlling, controlled by or under common control with any such Person and any officer, director or controlling Person of such Person. For purposes of this definition, "control" (including "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" is defined in the Preamble.

“Allocation” is defined in Section 4.2.

“Alternative Transaction” means (i) a transaction involving the sale of all of the Purchased Assets contemplated by an Acquisition Proposal from a third party, or (ii) a plan of reorganization of any Seller not involving the sale of the Purchased Assets to Buyer or any third-party investor.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement executed by Buyer and Sellers, substantially in the form attached to this Agreement as Exhibit B.

“Assumed Contracts” is defined in Section 2.1(j).

“Assumed Liabilities” is defined in Section 3.1.

“Auction” is defined in the Preliminary Statements.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, 11 U.S.C. §§ 101, *et seq.*

“Bankruptcy Court” is defined in the Preliminary Statements.

“BCC” is defined in the Preliminary Statements.



“Bid Procedures” is defined in the Preliminary Statements.

“Bid Procedures Order” means an order of the Bankruptcy Court substantially in the form attached as Exhibit C, which authorizes and approves, among other things: (i) the Break-up Fee and all other payments to Buyer arising under Section 9.3 as obligations of Sellers having super-priority as administrative expenses under Section 364(c)(1) of the Bankruptcy Code in the Chapter 11 Case; (ii) Buyer’s designation as the stalking horse bidder; (iii) the setting of a deadline for the filing of objections to the entry of the Sale Order; (iv) scheduling the Auction; (v) scheduling the sale hearing; (vi) providing for competitive bidding procedures pursuant to which competing offers may be solicited, made and accepted, including, without limitation, the bid protections and procedures set forth in Article 11 of this Agreement; and (vii) approving and implementing the provisions of Section 4.3.

“Bill of Sale” means a bill of sale executed by each Seller, substantially in the form attached to this Agreement as Exhibit D.

“Break-up Fee” is defined in Section 9.3(b).

“Business” means all the operations carried on by Sellers up to the date hereof and all assets including products, components, regulatory filings, Contracts and Intellectual Property associated with the business of the Sellers, including the Molecular Diagnostics Business and the Point of Care Business.

“Business Day” means any day other than a Saturday, Sunday or any other day that banks located in Wilmington, Delaware, San Diego, California, or Paris, France are authorized or required by law to close.

“Buyer” is defined in the Preamble.

“Chapter 11 Case” is defined in the Preliminary Statements.

“Claim” means any claim, Lien, indenture, escrow, right of first refusal, Order or other Liability (whether arising by Contract or by operation of Law).

“Closing” and “Closing Date” are defined in Section 9.1.

“Contemplated Transactions” means all of the transactions contemplated by this Agreement, including the Chapter 11 Case.

“Contract” means any written commitment, understanding, instrument, lease, pledge, mortgage, indenture, license, agreement, purchase or sale order, promise or similar arrangement evidencing or creating any legally binding obligation.

“Cure Costs” means (i) all amounts necessary to cure any default on the part of any Seller under an Assumed Contract, which amounts must be paid to the nondebtor under such Assumed Contract, or with respect to which adequate assurance of prompt delivery by such Seller must be provided in accordance with Section 365(a) of the Bankruptcy Code, and (ii) all amounts which must be paid to a nondebtor as a prerequisite for such nondebtor’s consent to the assumption and assignment of an Assumed Contract, all as identified on Schedule 8.7, or in any Order of the Bankruptcy Court.

“Delta Point” means Delta Point Cardiac Diagnostic, Inc., an international business company formed under the laws of Barbados.

“Effective Date” is defined in the Preamble.

“Employee Benefit Plan” means any “employee pension benefit plan” (as defined in Section 3(2) of ERISA), any “employee welfare benefit plan” or other employee benefit plan (as defined in Sections 3(1) or 3(3) of ERISA), and any other written or oral plan, agreement or arrangement involving direct or indirect compensation or benefits to any employees, including

insurance coverage, cafeteria plan benefits, severance benefits, change of control, retention, performance, holiday pay, vacation pay, fringe benefit, disability benefits, pension, retirement plans, profit sharing, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation, that any Seller or its ERISA Affiliates maintains or to which any of them contributes.

“Employment Agreements” is defined in the Preliminary Statements.

“Epoch” is defined in the Preamble.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any other corporation or trade or business under common control with Seller as determined under Section 414(b), (c) or (m) of the Internal Revenue Code.

“Final Order” means an Order of the Bankruptcy Court that has not been stayed and as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or motion for reargument, rehearing or relief from judgment is then pending and, in the event that any appeal, writ for certiorari, or reargument or rehearing thereof has been sought, such Order of the Bankruptcy Court shall have been upheld by the highest court to which such Order was appealed, or from which certiorari, reargument or rehearing was sought and the time to take any further appeal, petition for certiorari, or motion for reargument or rehearing shall have expired; provided, however, that merely because Rule 9024 of the Federal Rules of Bankruptcy Procedure provides that a motion under Rule 60 of the Federal Rules of Civil Procedure can be filed after such date shall not prevent such Order from being a Final Order.

“Former Nanogen Employee” is defined in Section 8.4(a).

“GAAP” means generally accepted accounting principles, as in effect in the United States from time to time and consistently applied.

“Governmental Approvals” means any approval, consent, permit, license, waiver, or other authorization issued, granted, given or otherwise made available by or under any Governmental Authority or pursuant to any Law.

“Governmental Authority” means any foreign, federal, state, regional or local authority, agency, body, court or instrumentality, regulatory or otherwise, which, in whole or in part, was formed by or operates under the auspices of any foreign, federal, state, regional or local government.

“Harmful Code” means any computer code or other mechanism of any kind designed to disrupt, disable or harm in any manner the operation of any software or hardware or other business processes or to misuse, gain unauthorized access to or misappropriate any business or personal information, including worms, bombs, backdoors, clocks, timers, or other disabling device code, or designs or routines that cause software or information to be erased, inoperable, or

otherwise incapable of being used, either automatically or with passage of time or upon command.

“Intellectual Property” means any and all (i) trade names, trademarks, service marks, mask works and all registrations and applications for any of the foregoing; (ii) works of authorship, all copyrights related thereto and all registrations and applications therefor; (iii) inventions, formulations, discoveries, designs, industrial models, and all United States and foreign patent rights covered by, disclosed in, or otherwise related thereto, all registrations and applications therefor, and all reissues, divisions, continuations-in-part, re-examinations and extensions thereof, (iv) goodwill associated with the foregoing, and (v) undocumented intellectual property, including know-how, trade secrets, processes, technology, discoveries, unpatented inventions and designs, software, formulae, procedures and other intellectual property, documentation relating to any of the foregoing, shop rights and the right to apply for patent, design or similar protection therefor anywhere in the world.

“Internal Revenue Code” means the United States Internal Revenue Code of 1986, as amended.

“Inventory” means all inventory of either Seller, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by such Seller in the production of finished goods related to the Business.



“Investors” means, collectively, those certain lenders named as “Holder” on the Investor Bridge Notes.

“Knowledge” of a Person or any similar phrase means, with respect to any fact or matter, the knowledge of such Person or the directors and executive officers of such Person and, with respect to the Knowledge of Sellers, also means the knowledge of Messrs. Merl Hockstra, Walter Mahoney and Fabrizio Gatti.

“Law” means any federal, state, regional, local or foreign law, rule, statute, ordinance, rule, Order or regulation.

“Legal Proceeding” means any action, suit, litigation, arbitration proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation threatened, commenced, brought, conducted or heard by or before, or otherwise involving any court or other Governmental Authority or any arbitrator or arbitration panel.

“Liability” means any liability, debt, responsibility or obligation of any kind (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lien" means any lien, charge, mortgage, covenant, easement, adverse claim, encumbrance, restriction, security interest, pledge, or title defect, whether arising by Contract or by operation of Law.

"Material Adverse Effect" means any result, occurrence, condition, fact, change, violation, event or effect that, individually or in the aggregate with any such other results, occurrences, conditions, facts, changes, violations, events or effects, is or could reasonably be expected to be (whether or not such result, occurrence, condition, fact, change, violation, event or effect has, during the period or at any time in question, manifested itself in the historical financial statements of Nanogen or Epoch) materially adverse to (A) the business, operations, assets, liabilities, condition (financial or other) or results of operations of the Business taken as a whole, or (B) the ability of any Seller to perform its obligations under this Agreement or consummate the Contemplated Transactions; provided, however, that none of the following shall be deemed either alone or in combination to constitute, and none of the following shall be taken into account in determining whether there has been or would be, a Material Adverse Effect on any Seller: (i) any changes affecting the industry in which the Business operates that do not have a disproportionate impact in any material respect on the Business, (ii) any changes in general economic conditions or the capital markets that do not disproportionately impact in any material respect the Business, (iii) the taking of any action required by this Agreement or to which Buyer has given its written consent, (iv) any changes or effects that Sellers can demonstrate are primarily attributable to the commencement, announcement or the pendency of the Contemplated Transactions, including disruption or loss of customers, business partners, suppliers or employee relations, (v) any noncompliance with the terms of the Nanogen Convertible Notes, (vi) any change in the cash reserves of Nanogen or (vii) any noncompliance with the terms of the Nanogen Convertible Notes.

"Material Assumed Contracts" is defined in Section 2.1(j).

"Mirina" means Mirina Corporation, a Delaware corporation.

"Mirina Stock" is defined in Section 2.1(b).

"Molecular Diagnostics Business" means all the operations carried on by Sellers up to the Effective Date and assets including products, components, regulatory filings, Contracts and Intellectual Property associated with the development, production, distribution and sale of products relating to research and diagnostic testing based on amplification and detection of nucleic acid carried out by Nanogen, NAD and Epoch, including the product lines Q-PCR Alert and PCR Alert.

"NAD" means Nanogen Advanced Diagnostics S.r.l., a *società a responsabilità limitata* formed under the laws of Italy.

"NAD Intercompany Receivable" means the accumulated intercompany debt associated with the purchase of Intellectual Property and operational activities between NAD and Nanogen, as reflected in the Nanogen/Epoch March 31 Balance Sheet and the Nanogen/Epoch Closing Date Balance Sheet.

"NAD Quotas" is defined in Section 2.1(a).

"Nanogen" is defined in the Preamble.

"Nanotronics" is defined in the Preamble.

"New Bidder" is defined in Section 4.3(a).

"Order" means any order, judgment, injunction, award, decree or writ rendered or issued by, or emanating from, any Governmental Authority.

"Party" and **"Partics"** are defined in the Preamble.

"Periodic Taxes" is defined in Section 10.3.

"Permitted Liens" means easements and other non-material encumbrances on real property that run with the land.

"Person" means any individual, corporation, partnership, limited liability company, association or any other entity or organization.

"PGx Interest" is defined in Section 2.1(n).

"Point of Care Business" means all the operations carried on by Sellers up to the Effective Date and assets including products, components, regulatory filings, Contracts and Intellectual Property associated with the development, production, distribution and sale (whether such activities are being carried out by Sellers at a Sellers' facilities located in Toronto, Canada, San Diego, California or elsewhere) of rapid qualitative tests for cardiac markers, rapid quantitative tests for cardiac markers, rapid tests for infectious disease, or other rapid testing, including Intellectual Property associated with stroke, traumatic brain injury and other diseases; the Vyent, Cardiac STATus and Decision Point product lines; and the NeXus Dx platform.

"Proration Periods" is defined in Section 10.3.

"Purchase Price" is defined in Section 4.1.

"Purchased Assets" is defined in Section 2.1.

"Purchased Intellectual Property" is defined in Section 2.1(c).

"Recognomics" means Nanogen Recognomics GmbH, a majority-owned subsidiary of Nanogen formed under the laws of Germany.

"Registered Intellectual Property" means Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by any Governmental Authority or quasi-governmental agency or non-governmental registrar (whether provisional, supplemental, or otherwise), anywhere in the world.

"Retained Contracts" means all Contracts to which any Seller is a party and which are not specifically defined as Assumed Contracts, including the Toronto Lease and the San Diego Lease.

"Sale Date" means the date that the Sale Order is entered on the Bankruptcy Court's docket.

"Sale Order" means the Order of the Bankruptcy Court substantially in the form of Exhibit E (with only such material changes as are approved by Buyer and Sellers, which approval shall not be unreasonably withheld), to be issued by the Bankruptcy Court pursuant to Sections 363 and 365 of the Bankruptcy Code (i) approving this Agreement and the Contemplated Transactions, (ii) approving the sale of the Purchased Assets to Buyer free and clear of all Liens other than Permitted Liens pursuant to Section 363(f) of the Bankruptcy Code, (iii) approving the assumption and assignment to Buyer of any Assumed Contracts, effective upon the Closing of the Contemplated Transactions and subject to Buyer's rights in Section 2.2, and finding that all Cure Costs have been satisfied, (iv) finding that Buyer is a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code, (v) finding that Buyer is relying on having, immediately after Closing, ownership of the Purchased Assets free and clear of all Liens, other than Permitted Liens, and that Buyer would not pay the Purchase Price if it were not receiving for such consideration all of the Purchased Assets free and clear of all Liens, other than Permitted Liens, and (vi) finding that if the Purchased Assets are not free and clear of all Liens, other than Permitted Liens, upon Closing, then the consideration for the Contemplated Transactions will fail, and the Purchase Price, if paid, will be returned to Buyer.



"SEC" is defined in Section 5.15.

"Sellers" is defined in the Preamble.

"Tangible Personal Property" is defined in Section 2.1(e).

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Internal Revenue Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Returns" means any return, report or declaration filed with or submitted to any Governmental Authority in connection with the assessment, collection or payment of any Tax.

"Third-Party Intellectual Property" is defined in Section 5.4(b).

"Toronto Lease" means the Lease between 1159006 Ontario Limited and Nanogen, Inc. (o/a Point of Care Diagnostics Division), dated April 19, 2007.

"Transaction Taxes" is defined in Section 10.2.

"Transferred Employees" is defined in the Preliminary Statements.

"Treasury Regulations" means temporary and final regulations promulgated under the Internal Revenue Code by the United States Department of the Treasury (including corresponding provisions of succeeding regulations).

1.2 Interpretation. When a reference is made in this Agreement to a Section, Schedule or Exhibit, such reference shall be to a Section, Schedule or Exhibit of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "included," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the phrase "without limitation." Unless otherwise indicated, all references to dollars refer to United States dollars. The Parties acknowledge that all Parties have participated in the drafting and preparation of this Agreement and agree that any rule of construction to the effect that ambiguities are to be construed against the drafting party shall not be applied to the construction or interpretation of this Agreement.

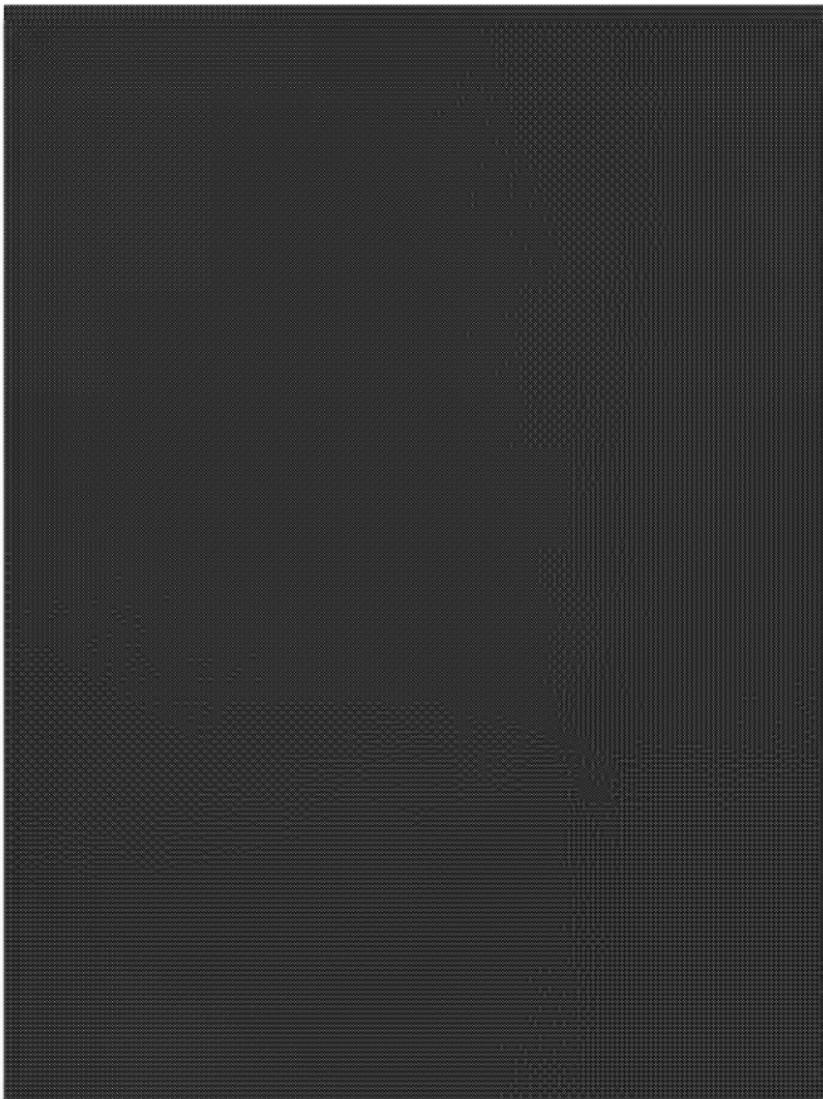
ARTICLE 2

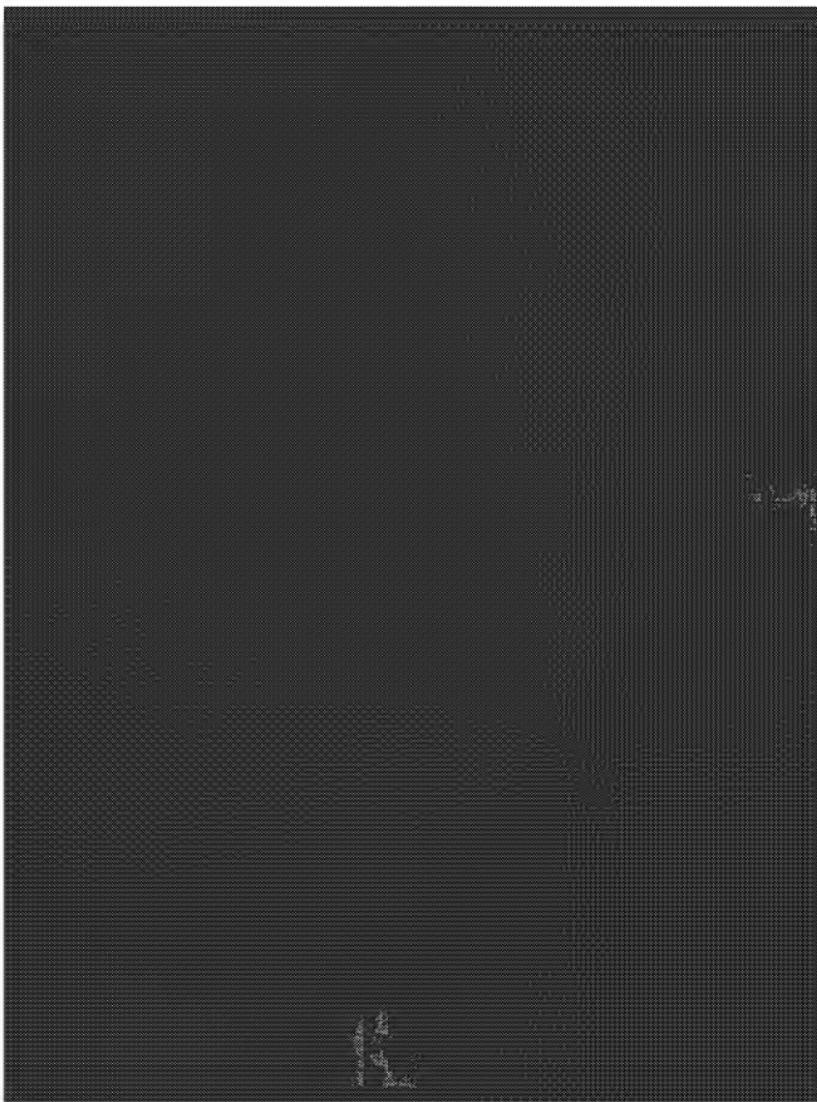
PURCHASE AND SALE OF ASSETS

2.1 Purchased Assets. Subject to the terms and conditions of this Agreement and the approval of this Agreement by the Bankruptcy Court and the entry of a Sale Order that is a Final Order, and pursuant to Sections 363 and 365 of the Bankruptcy Code, effective as of the Closing, Sellers shall sell, transfer, convey, assign and deliver to Buyer or Buyer's designee, free and clear of all Liens except the Permitted Liens, and Buyer shall purchase, all of Sellers' respective right, title and interest in and to all of the assets owned by Sellers and used in the Business, including the following assets owned by Sellers (collectively, the "Purchased Assets"):

(c) Intellectual Property. All Intellectual Property owned by, or licensed to, the respective Sellers that is used in the Business, including the Intellectual Property listed and described in Schedule 2.1(c) (collectively, the "Purchased Intellectual Property");

(d) Names. Web sites and contact information to the extent relating to the Business; all corporate and trade names used at any time by Sellers relating to the Business, including the name "Nanogen"; all Internet domain names in all forms that include in whole or in part any words consisting of or similar to the names set forth in Schedule 2.1(d) and all content in electronic and other forms with respect to Sellers' Internet web sites relating to the Business; and all telephone and facsimile numbers and post office boxes used by Sellers relating to the Business;

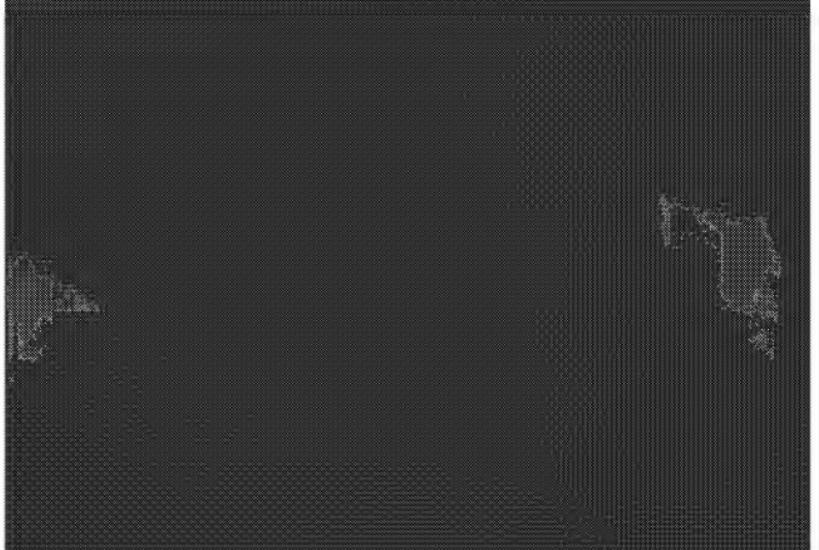






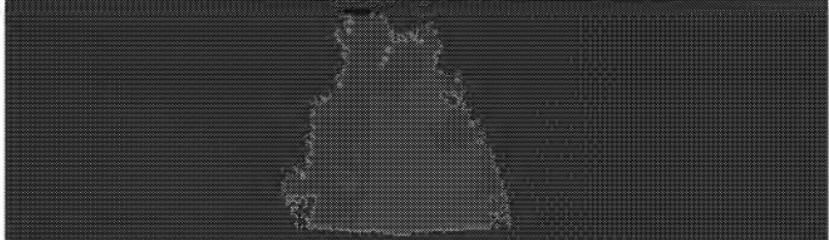
ARTICLE 3

ASSUMPTION OF LIABILITIES



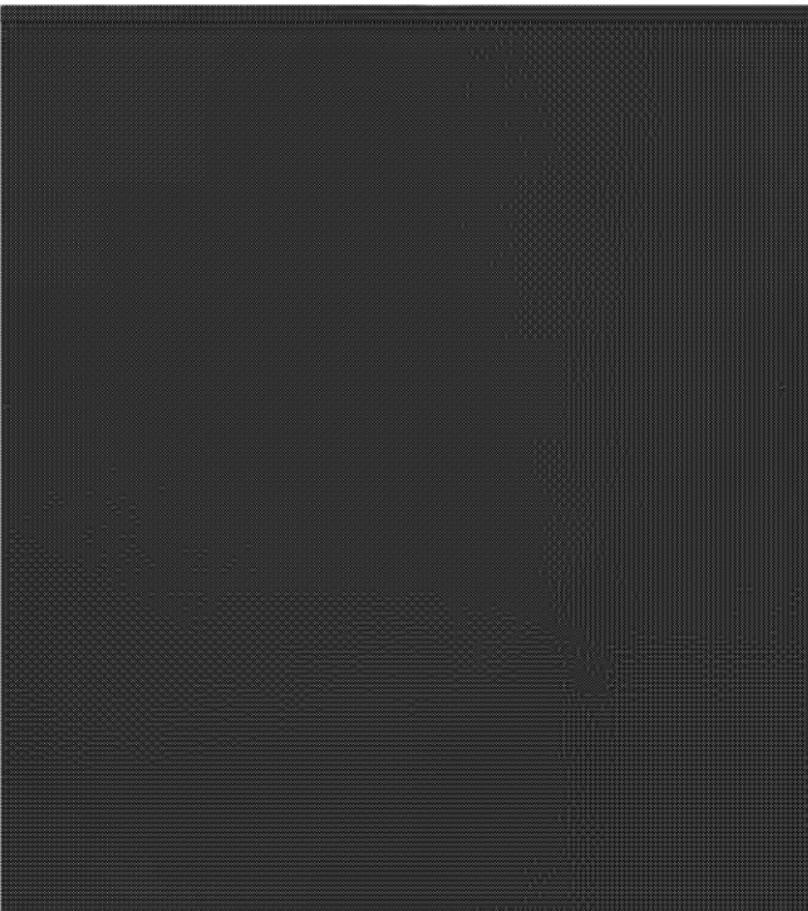
ARTICLE 4

CONSIDERATION

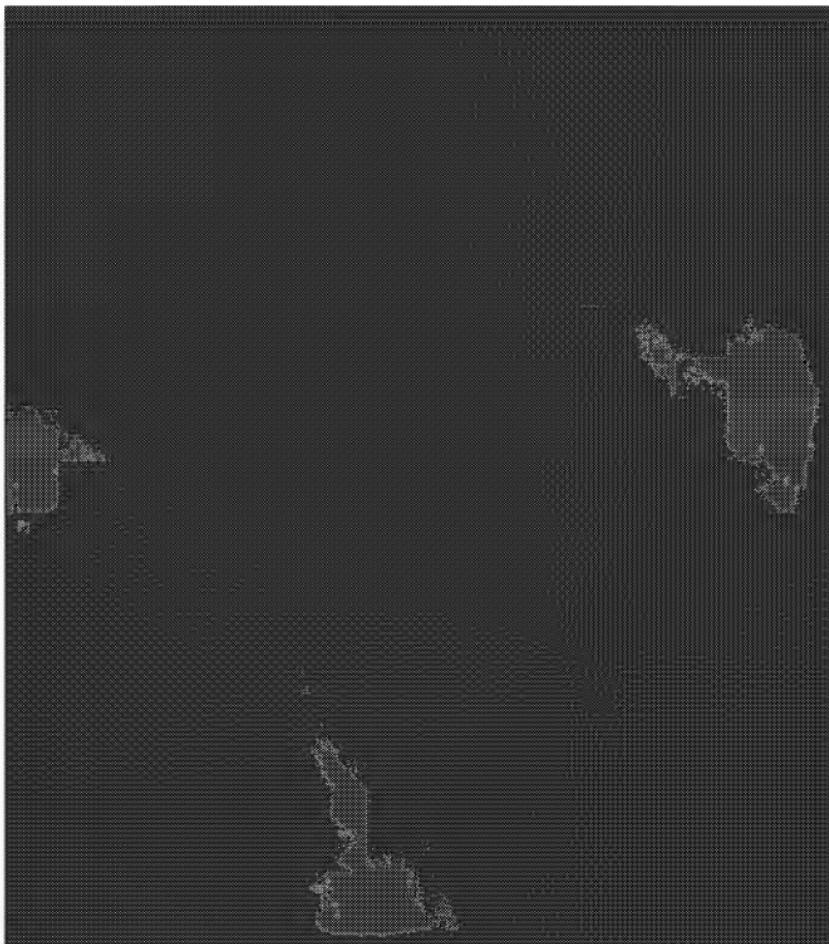


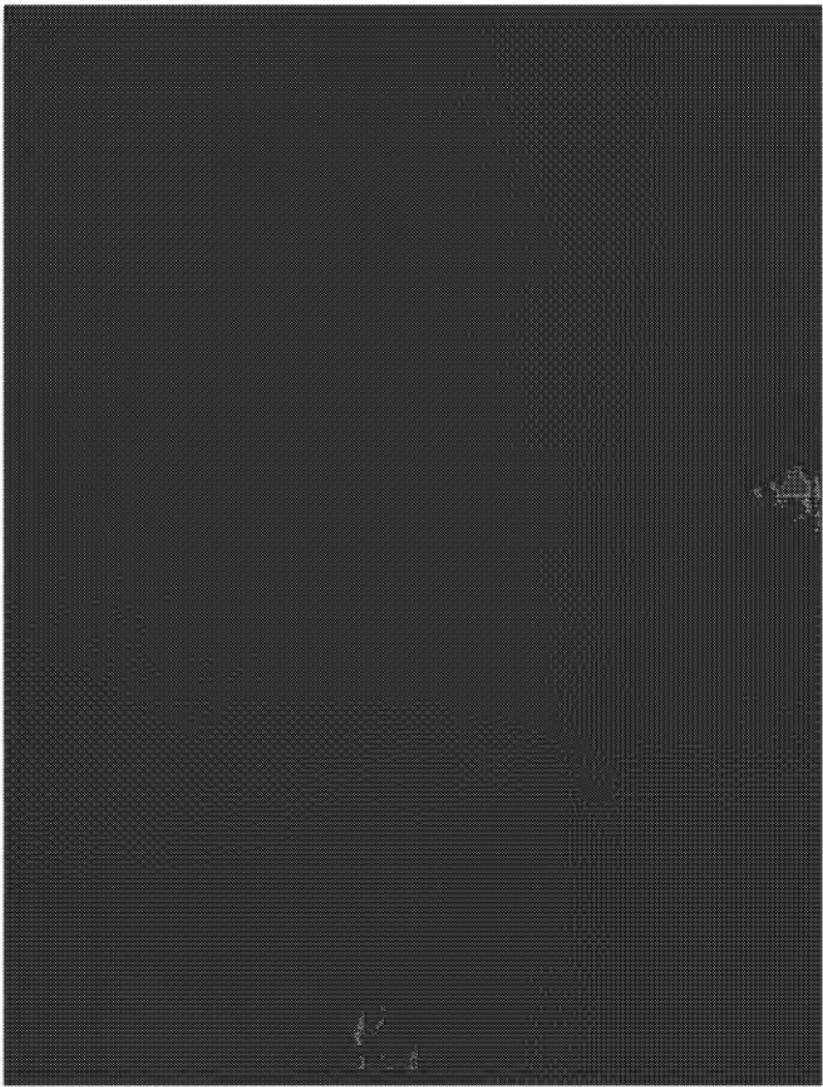


4.3 Alternative Transaction Provisions.

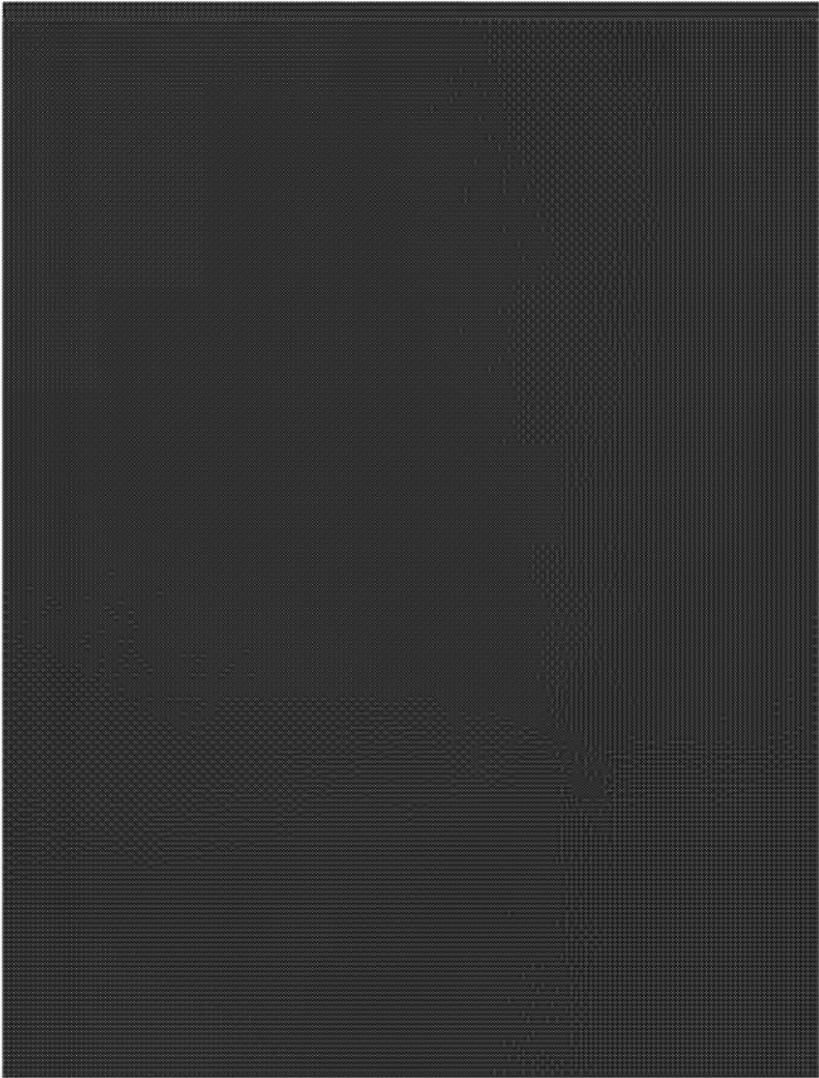


ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS



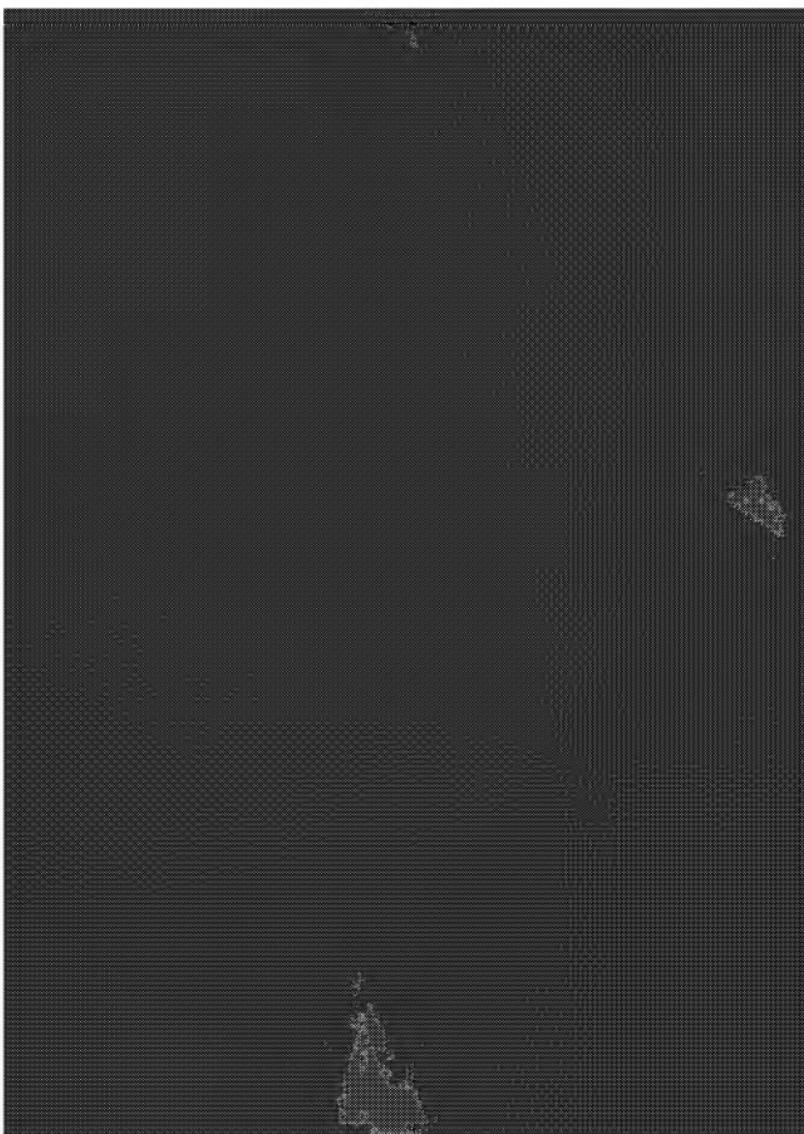


(e) Perfection of Ownership Rights. With respect to the Owned Intellectual Property:



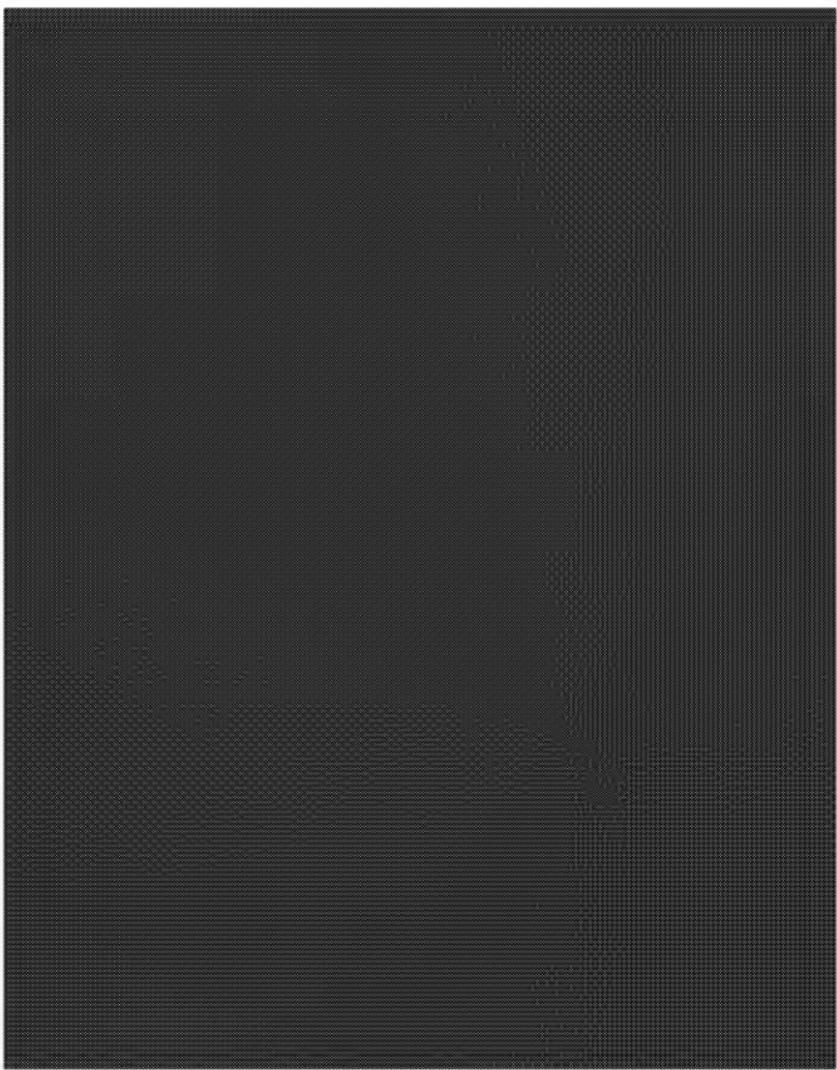


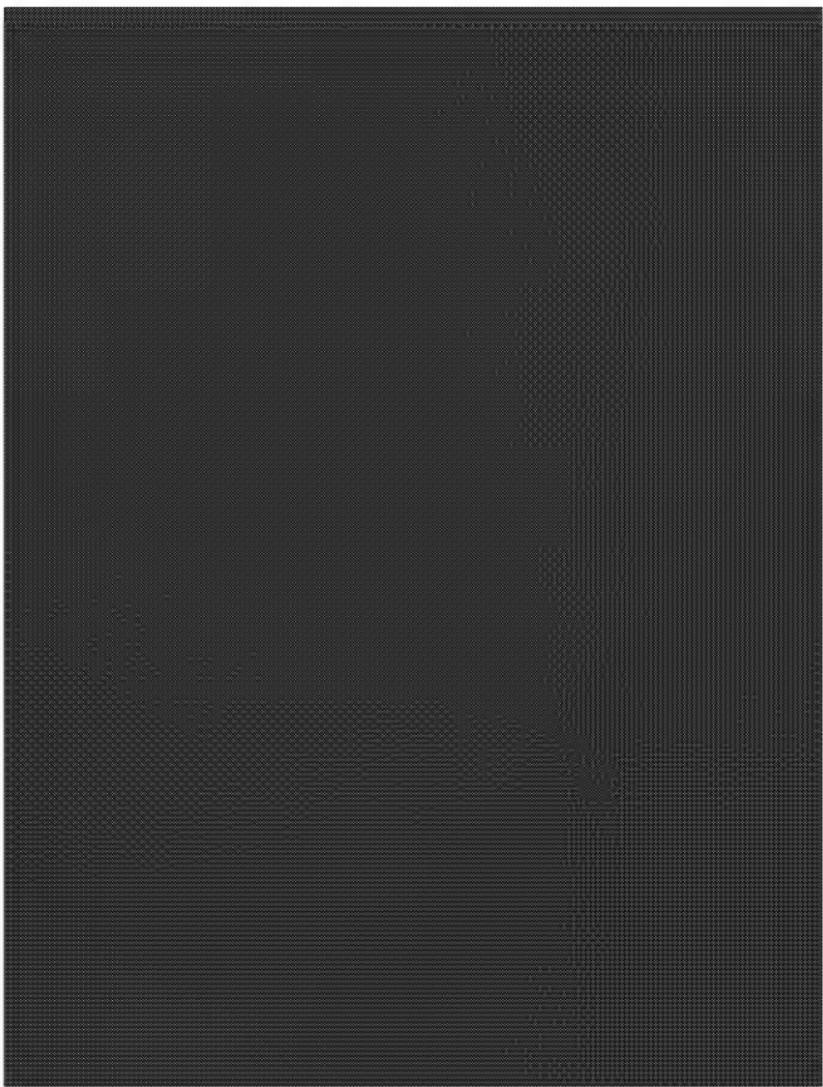


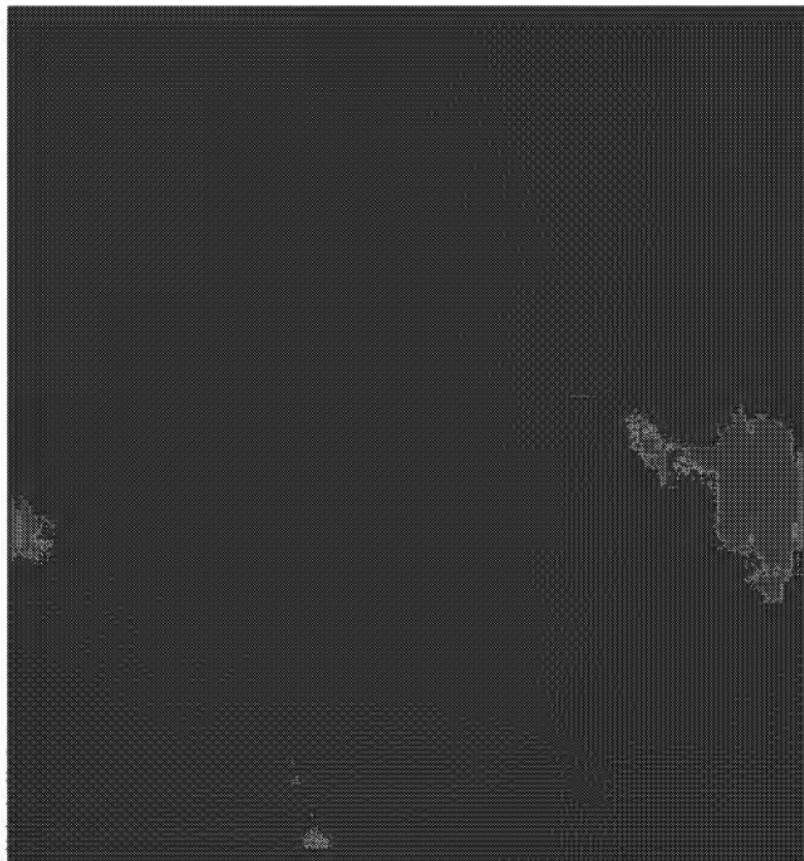






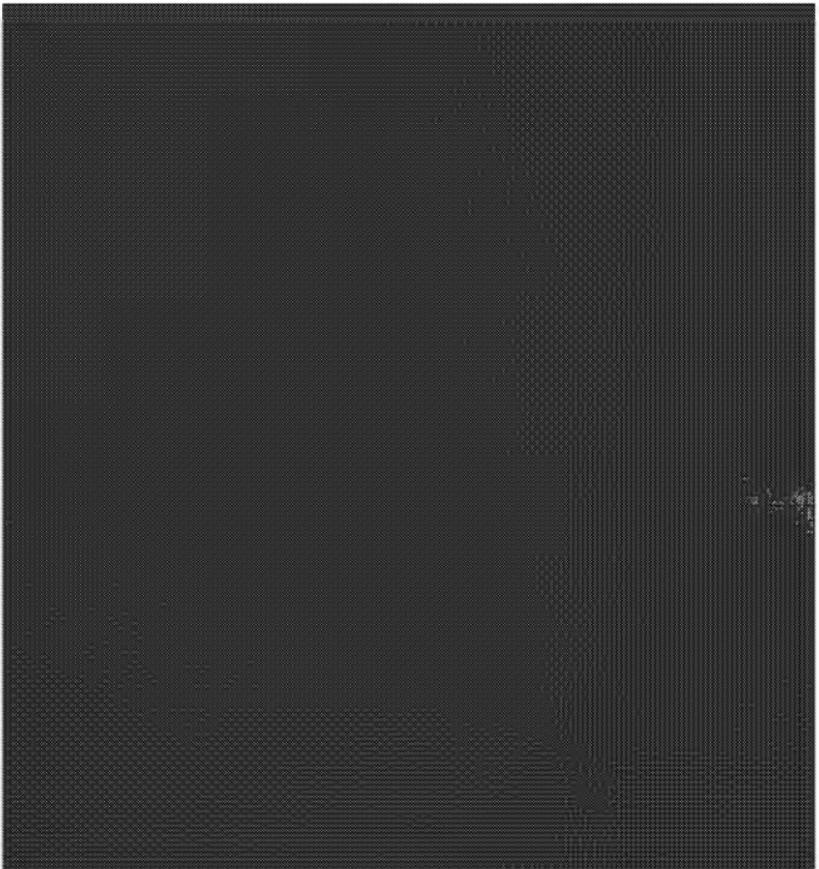






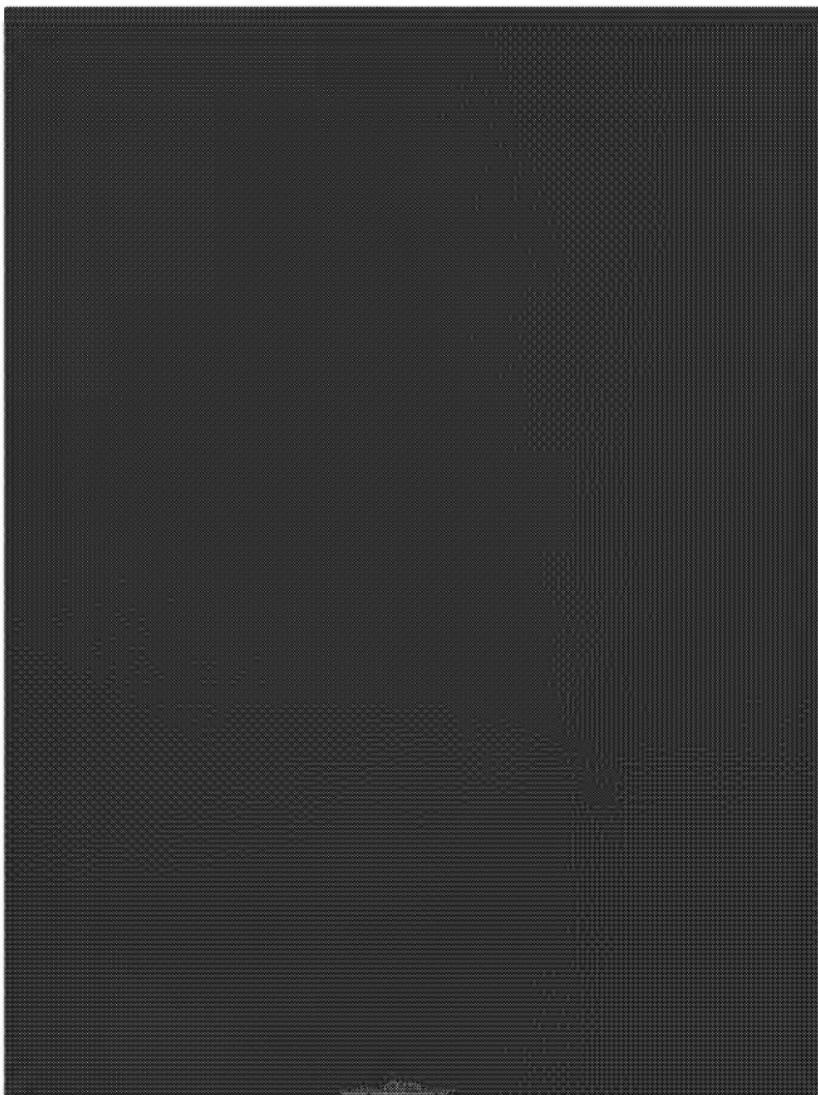
ARTICLE 6

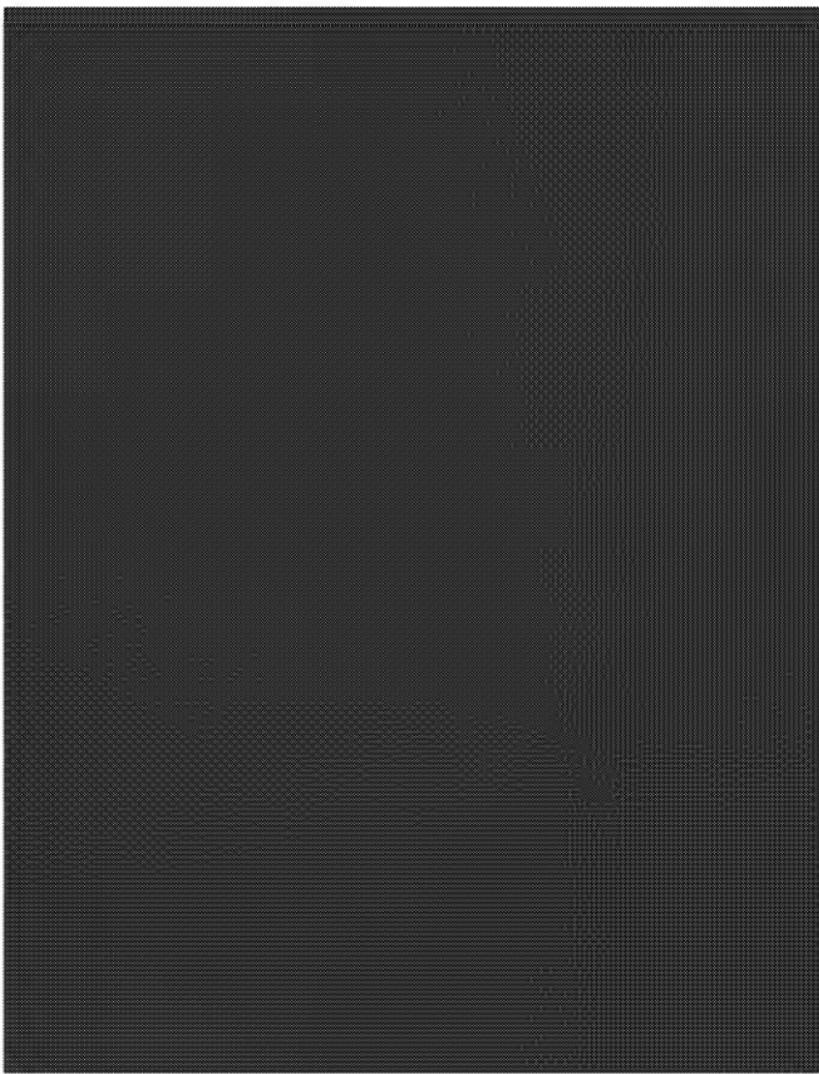
REPRESENTATIONS AND WARRANTIES OF BUYER



ARTICLE 7

CONDITIONS TO CLOSING

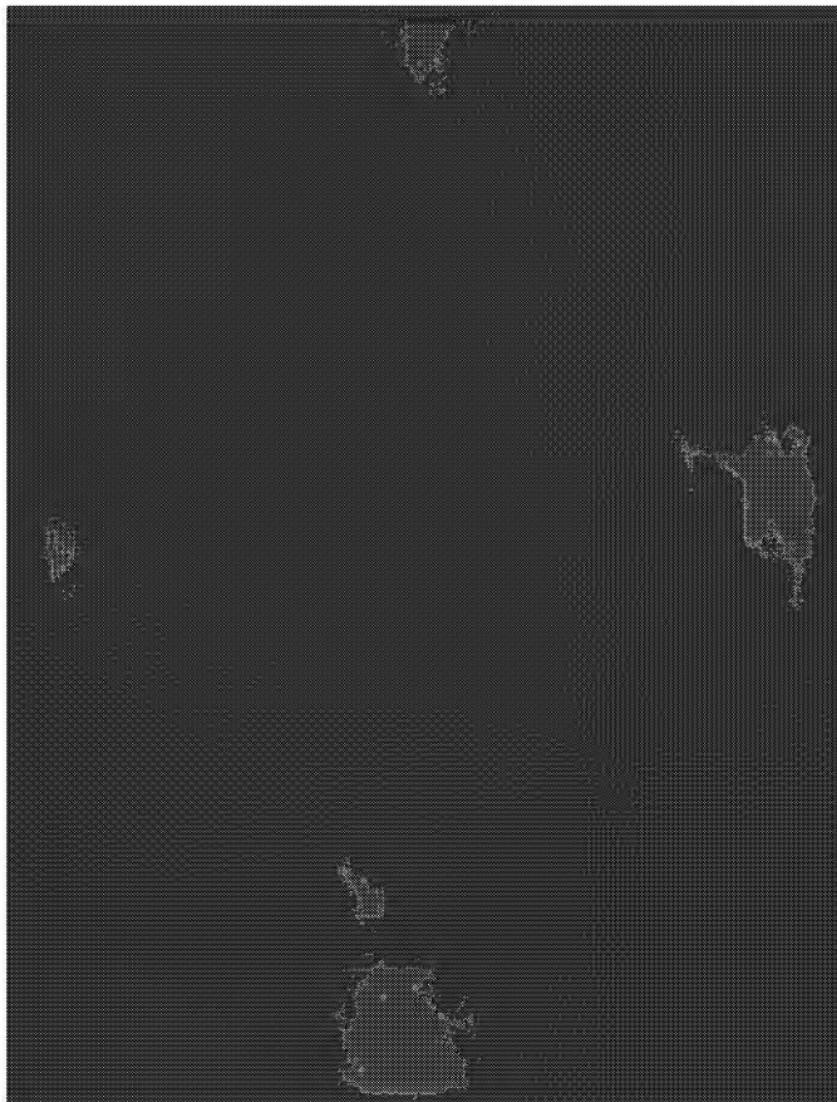






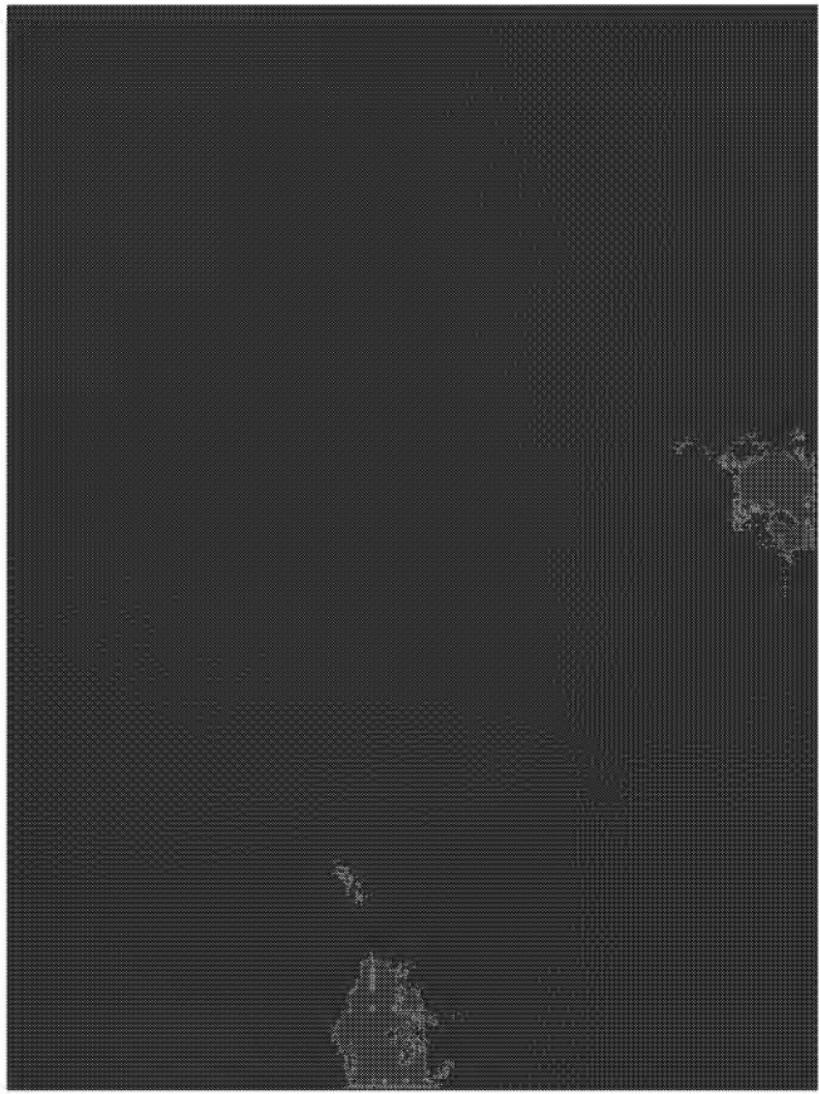
ARTICLE 8
COVENANTS

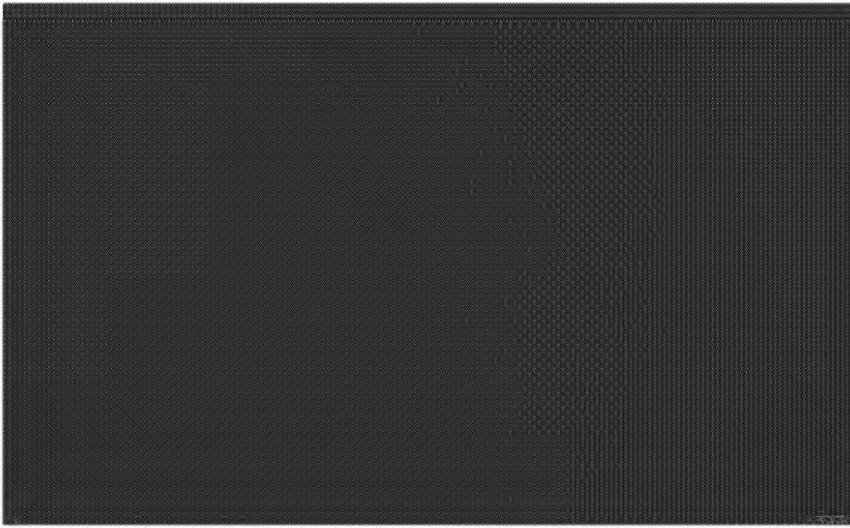












ARTICLE 9

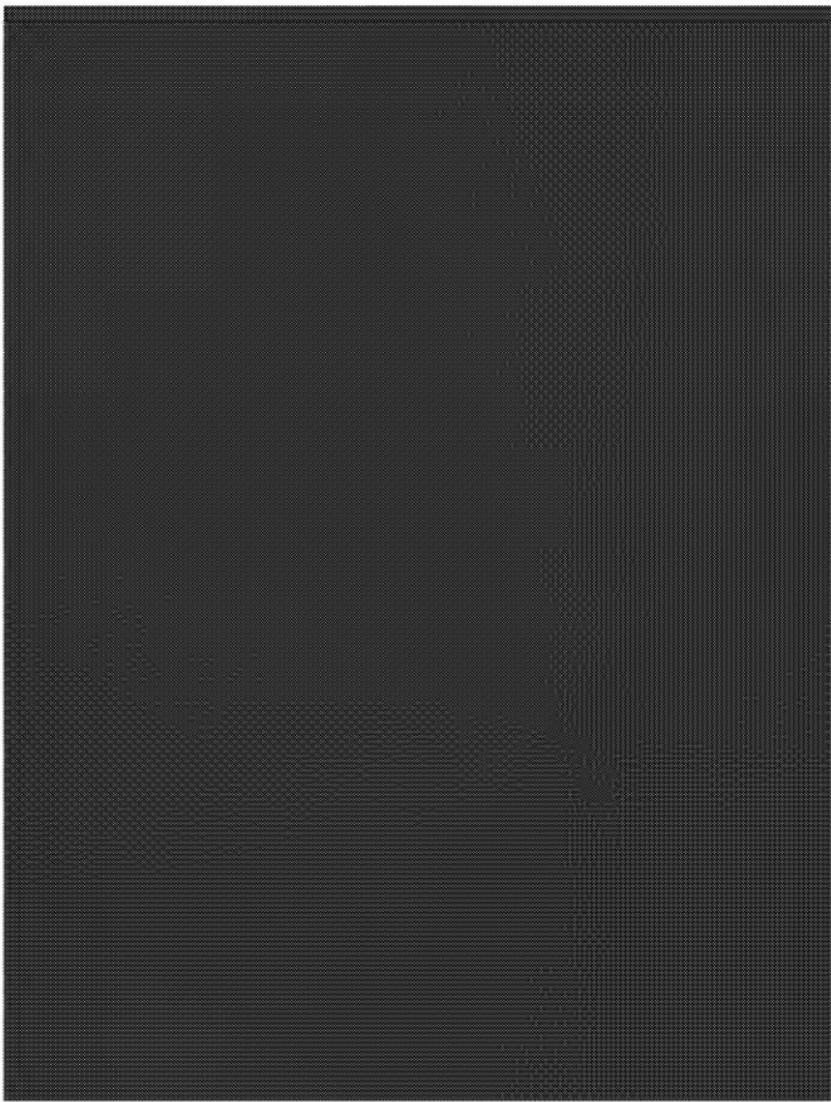
CLOSING AND TERMINATION





ARTICLE 10
TAX MATTERS

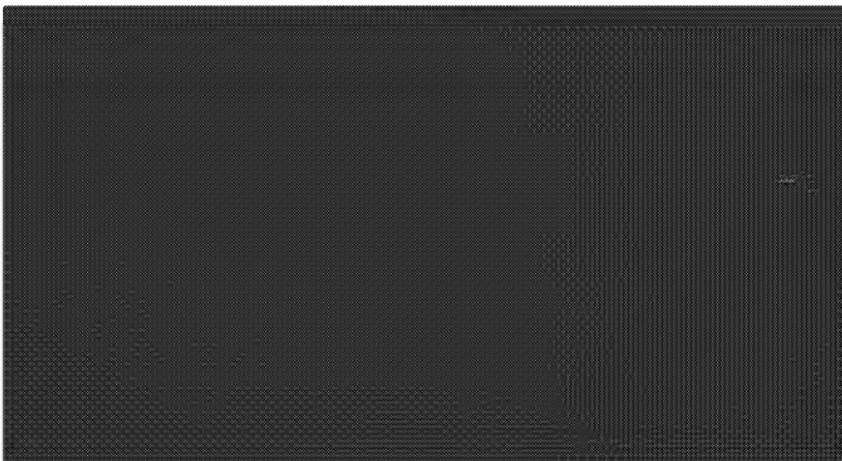






ARTICLE 11

AUCTION PROCESS



ARTICLE 12

GENERAL PROVISIONS



(a) If to Buyer, to:

Financière Elitech SAS
12-12bis, rue Jean Jaurès
92800 Puteaux
France
Attn: Pierre Debiais
Facsimile: +33-1-41-45-07-19
E-mail: p.debiais@elitechgroup.com

With copies to:

Jackson Walker L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202
United States of America
Attn: L. Scott Brown
Facsimile: +1-214-661-6869
E-mail: sbrown@jw.com

(b) If to Sellers, to:

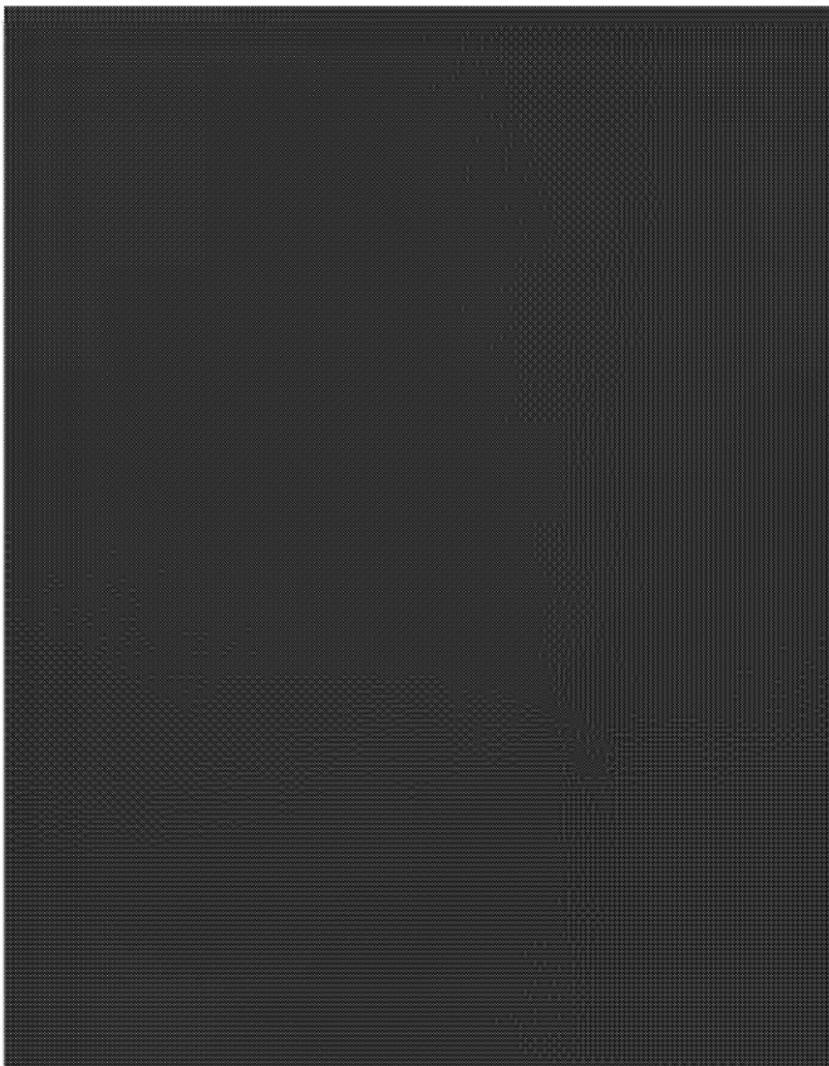
Nanogen, Inc.
10398 Pacific Center Court
San Diego, California 92121
United States of America
Attn: David Ludvigson
Facsimile: +1-858-410-4949
E-mail: dludvigson@nanogen.com

With copies to:

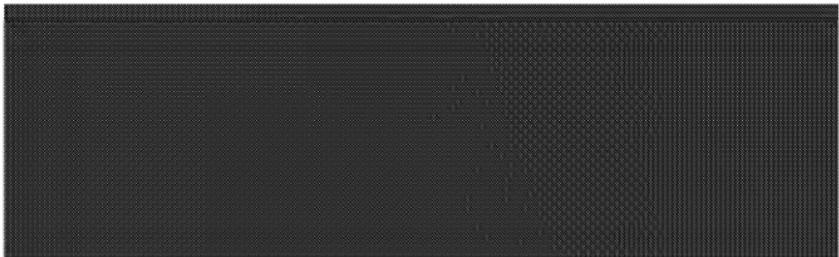
Morgan, Lewis & Bockius LLP
One Market, Spear Tower
San Francisco, California 94105
United States of America
Attn: Scott D. Karchmer and William A. Myers
Facsimile: +1-415-442-1001
E-mail: skarchmer@morganlewis.com; wmyers@morganlewis.com

and

Ashby & Geddes
500 Delaware Avenue, 8th Floor
Wilmington, Delaware 19801
Attn: Bill Bowden
Facsimile: +1-302-654-2067
E-mail: wbowden@ashby-geddes.com



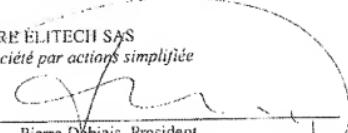
12.10 Assignment. No assignment by any Party of this Agreement or any right or obligation under this Agreement may be made without the prior written consent of all other Parties, and any assignment attempted without such consent will be void *ab initio*. Notwithstanding the foregoing, Sellers expressly acknowledge and agree that Buyer may assign and transfer all or any part of its rights in this Agreement upon two (2) Business Days' prior written notice to one or more majority-owned entities to effectuate the Contemplated Transactions, to BCC, or to any majority-owned entity of BCC; provided, however, that such assignment shall not relieve Buyer from its obligations under this Agreement or the Contemplated Transactions.



INTENDING TO BE LEGALLY BOUND, the Parties have duly executed and delivered this Agreement as of the date written in the first sentence of this Agreement.

BUYER:

FINANCIÈRE ÉLITECH SAS
A French *société par actions simplifiée*

By: 

Pierre Débiais, President

SELLERS:

NANOGEN, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

EPOCH BIOSCIENCES, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

NANOTRONICS, INC.
a California corporation

By: _____
Name: _____
Title: _____

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed and delivered this Agreement as of the date written in the first sentence of this Agreement.

BUYER:

FINANCIÈRE ELITECH SAS
A French *société par actions simplifiée*

By: _____
Pierre Debais, President

SELLERS:

NANOGEN, INC.
a Delaware corporation

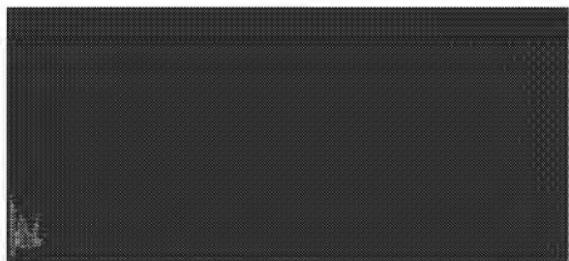
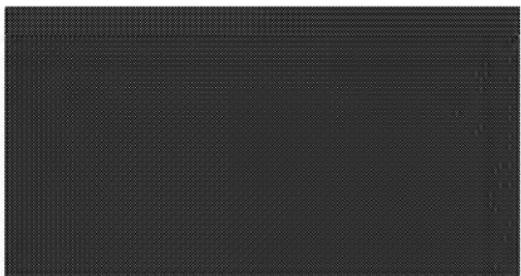
By: 
Name: David Lundström
Title: President & CEO

EPOCH BIOSCIENCES, INC.
a Delaware corporation

By: 
Name: David Lundström
Title: President

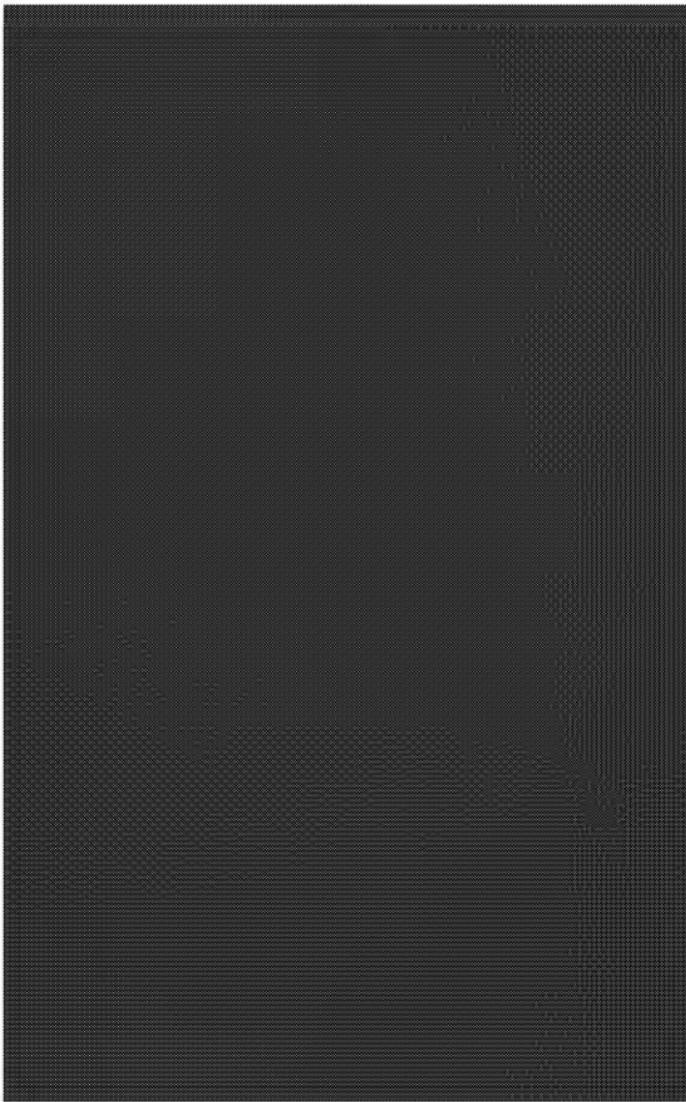
NANOTRONICS, INC.
a California corporation

By: 
Name: David Lundström
Title: Director

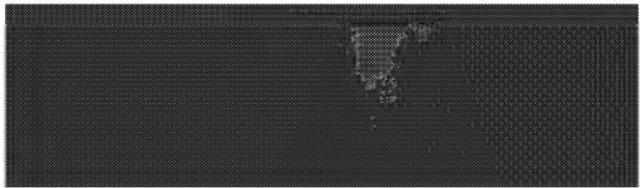


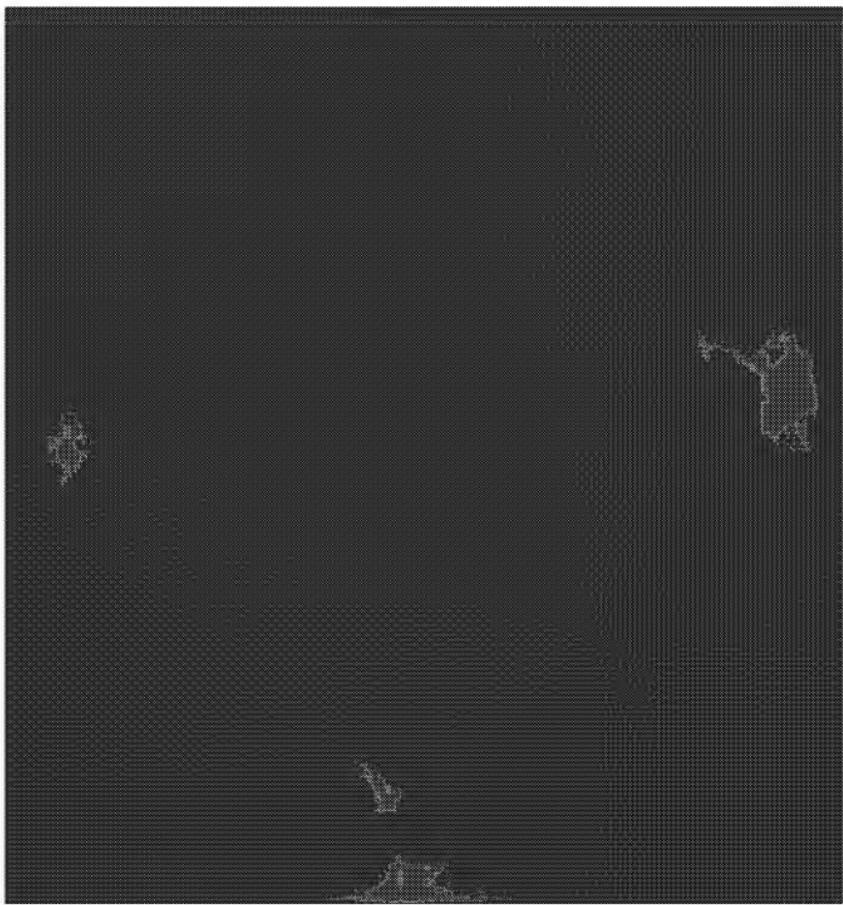
SCHEDULE 2.1(c)
PURCHASED INTELLECTUAL PROPERTY

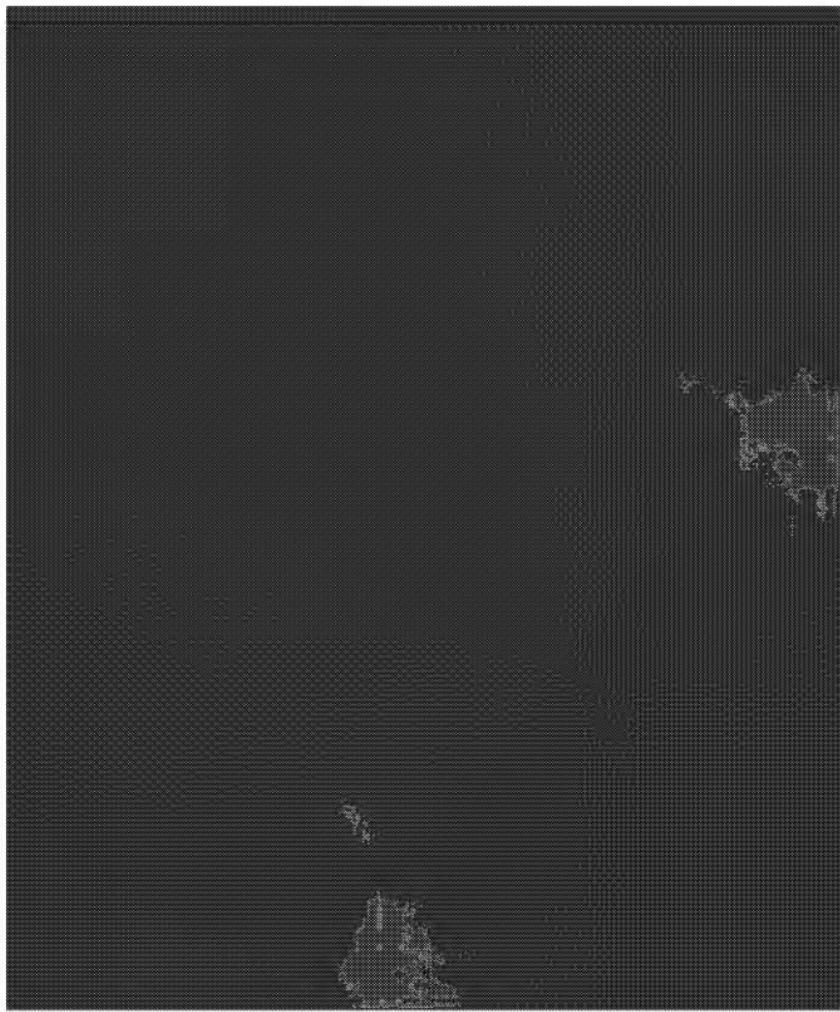
- The intellectual property listed on Sections 5.4(b) and 5.4(f) of Sellers' Disclosure Schedule is hereby incorporated by reference.

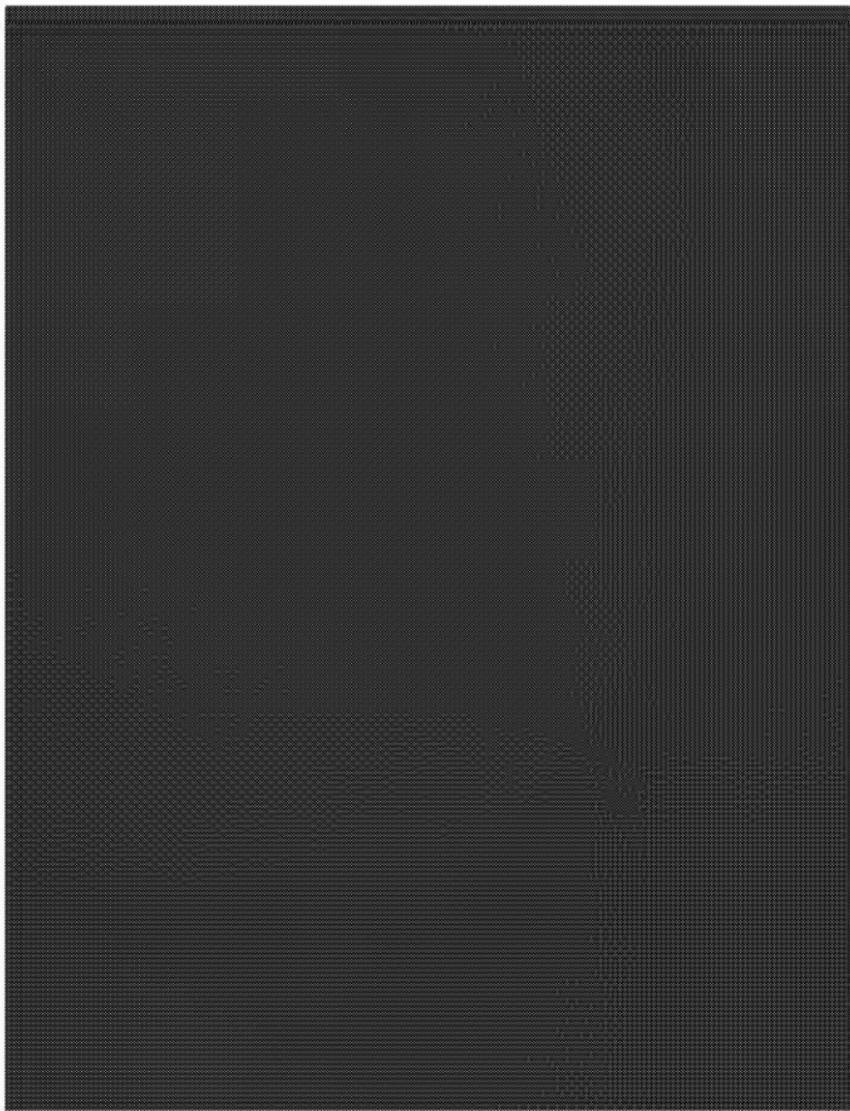


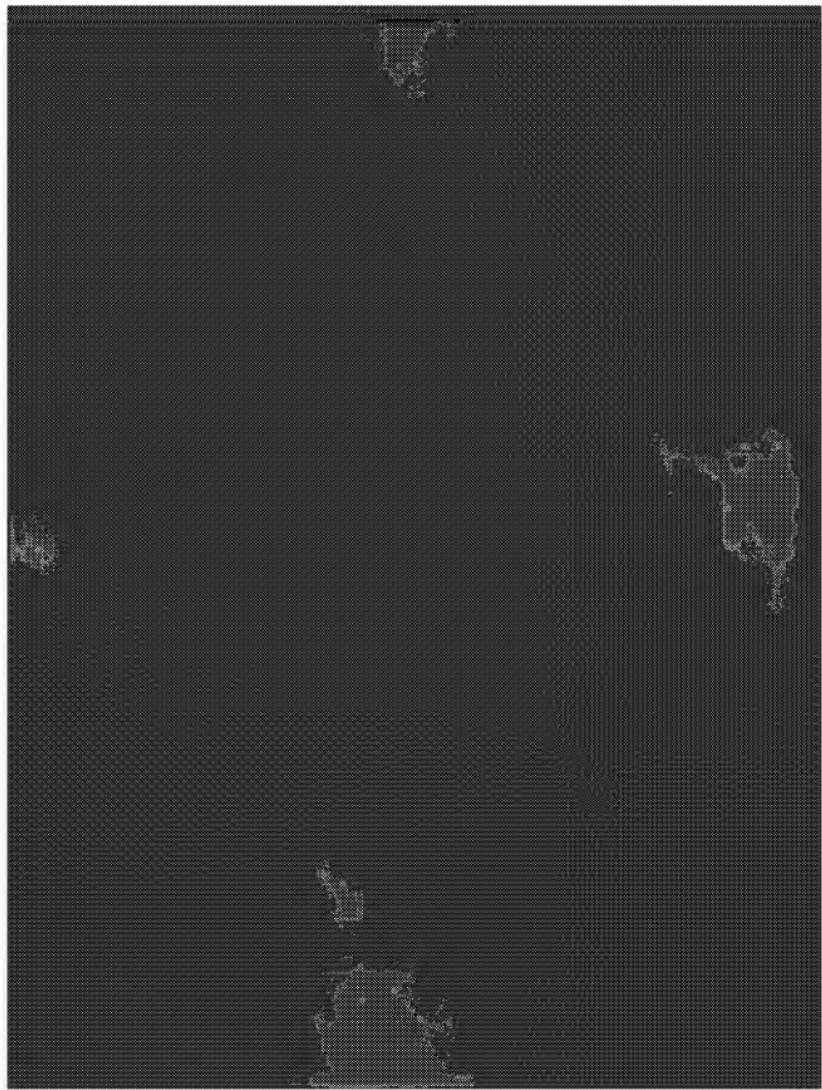




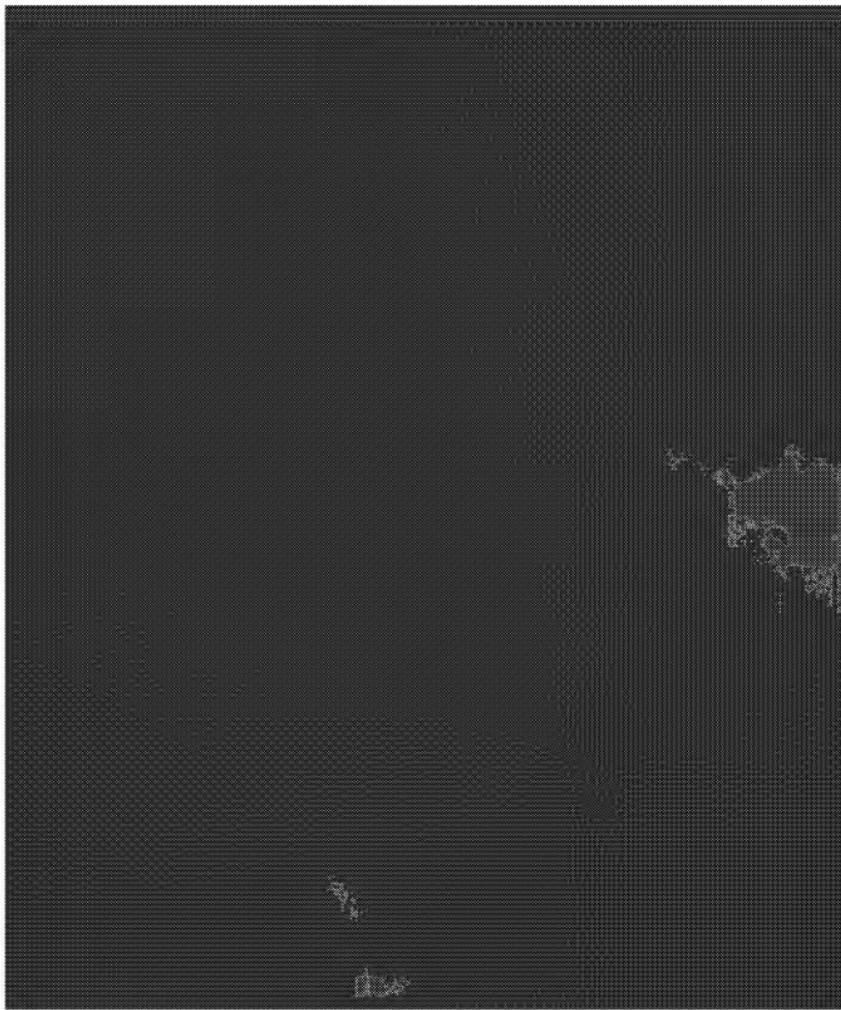






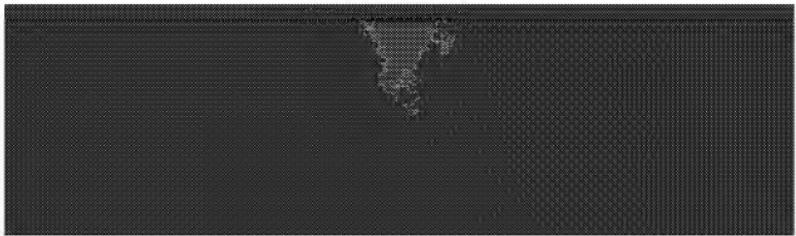






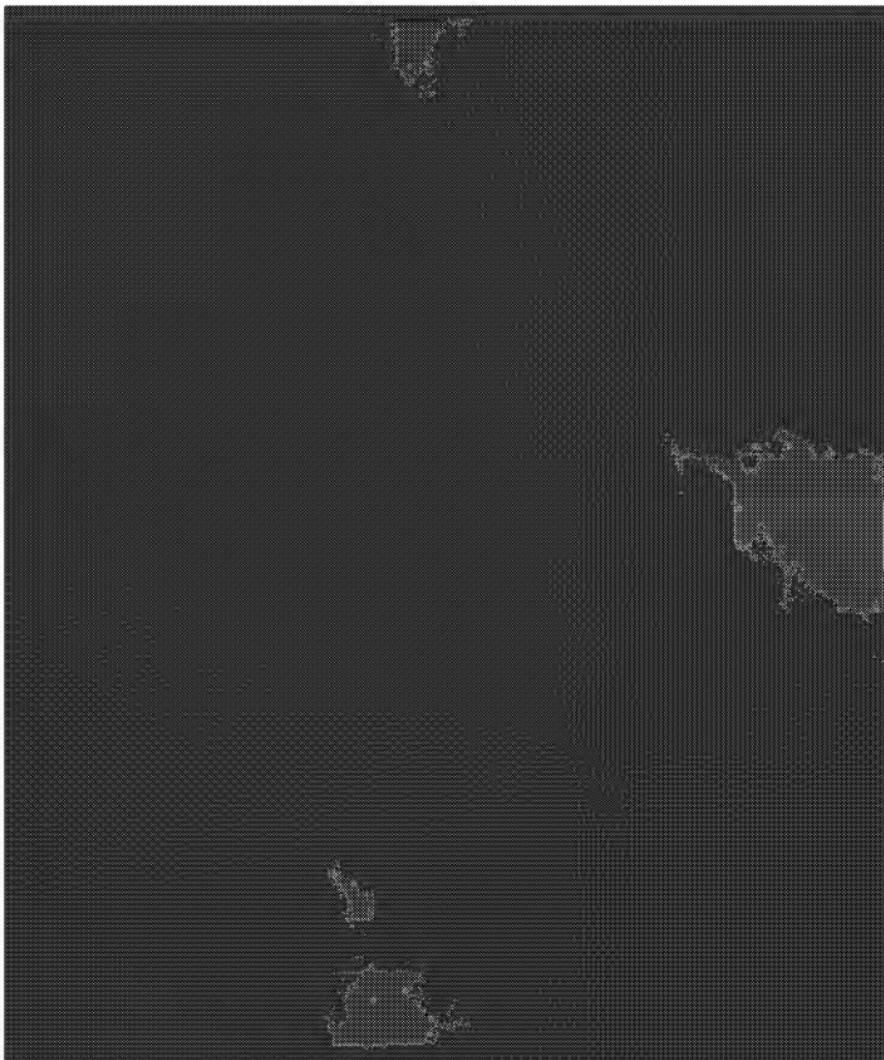


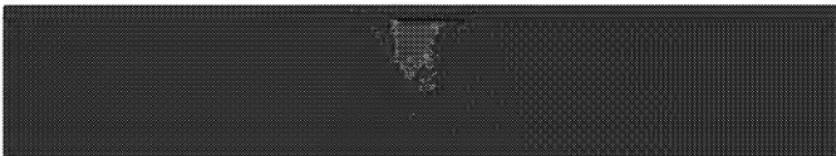




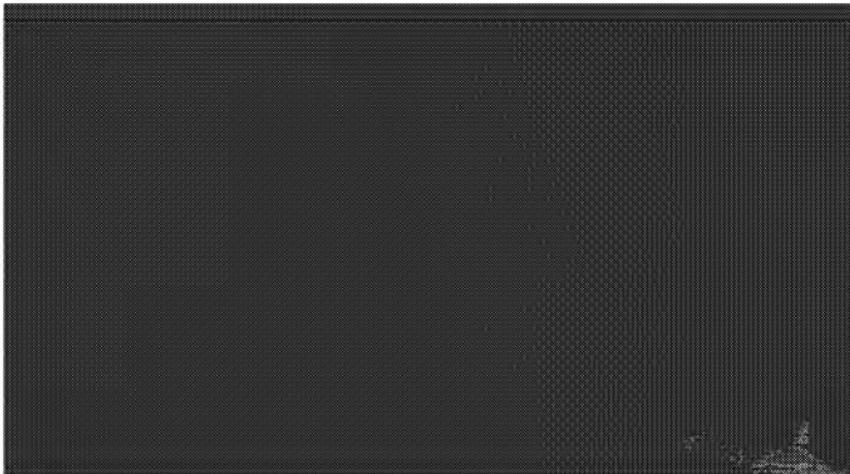








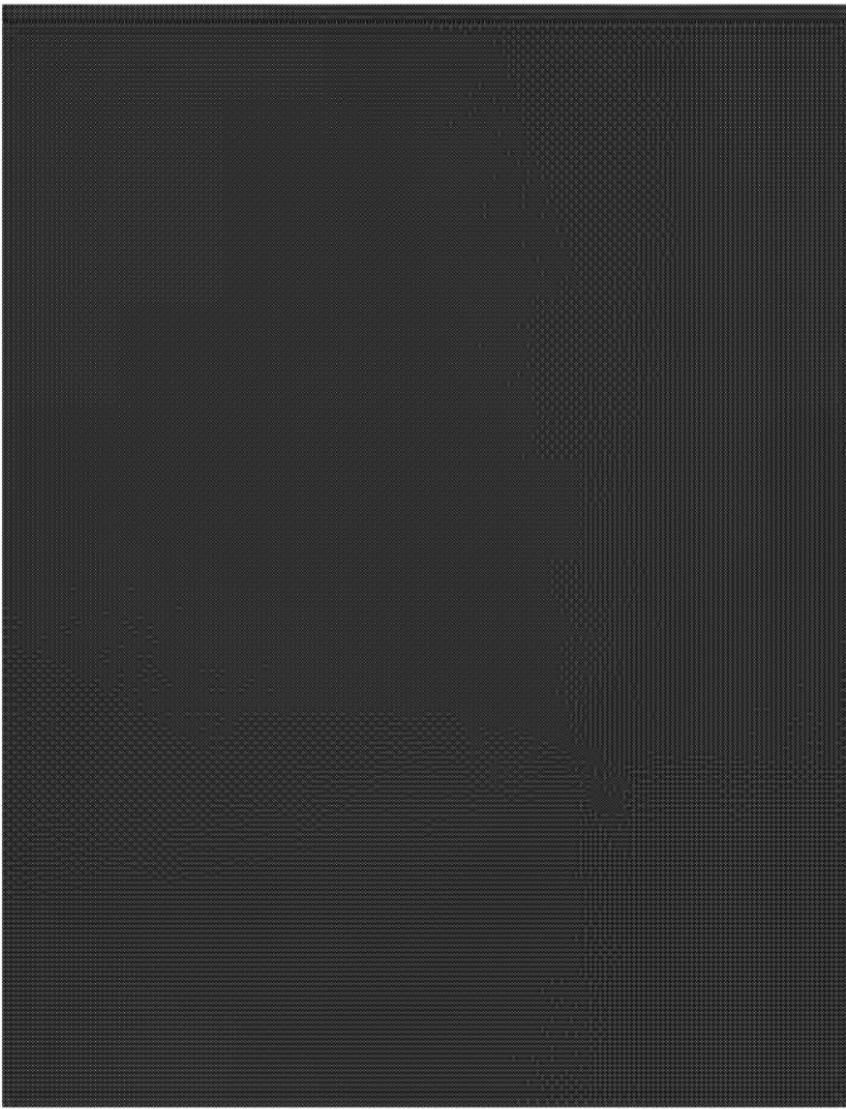


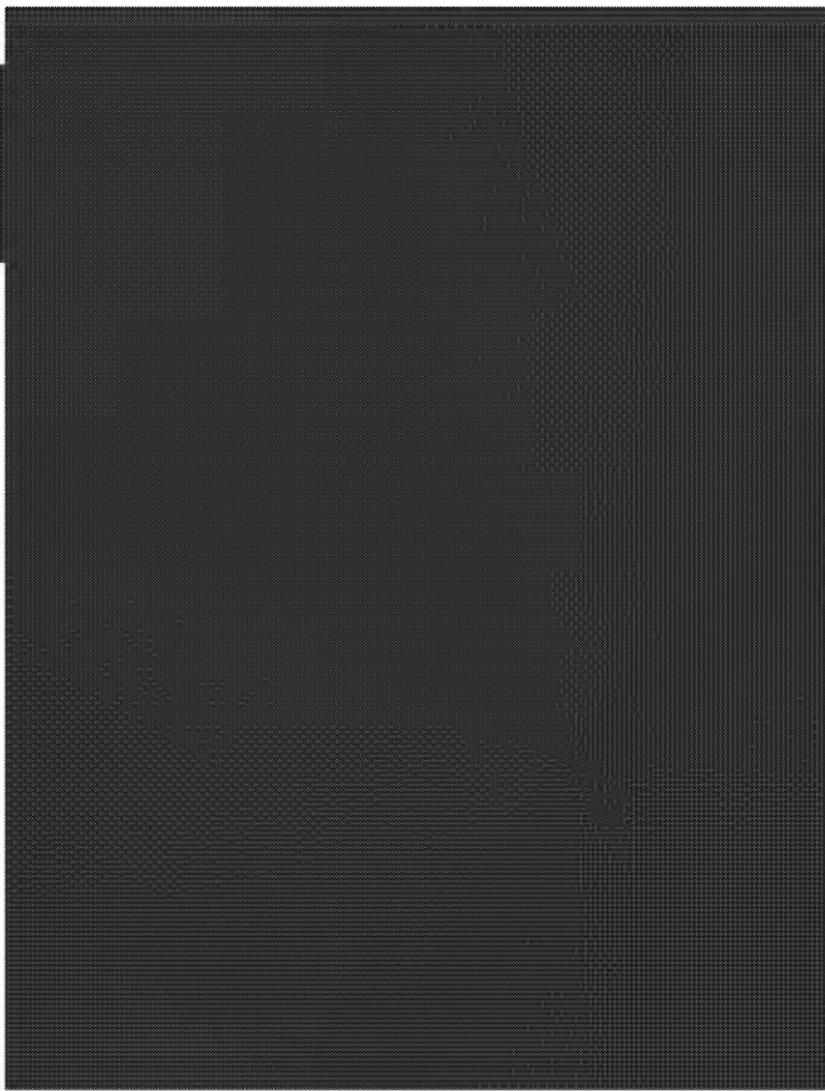




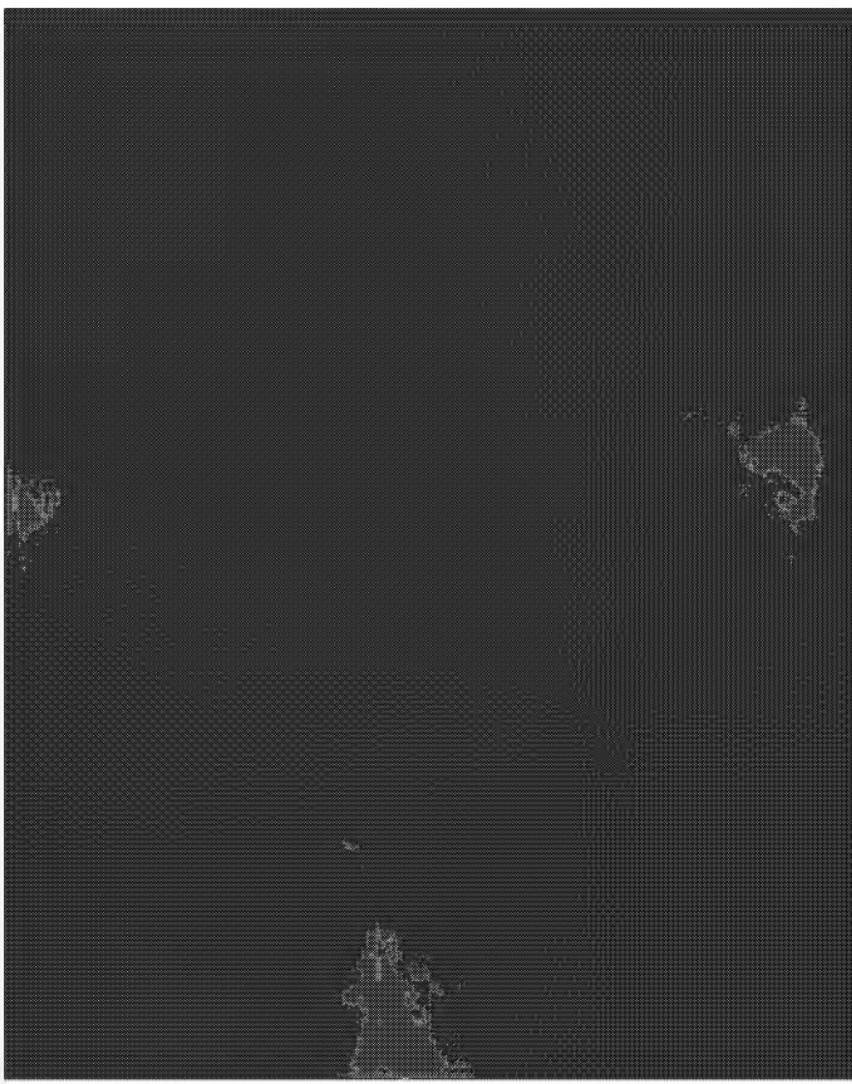


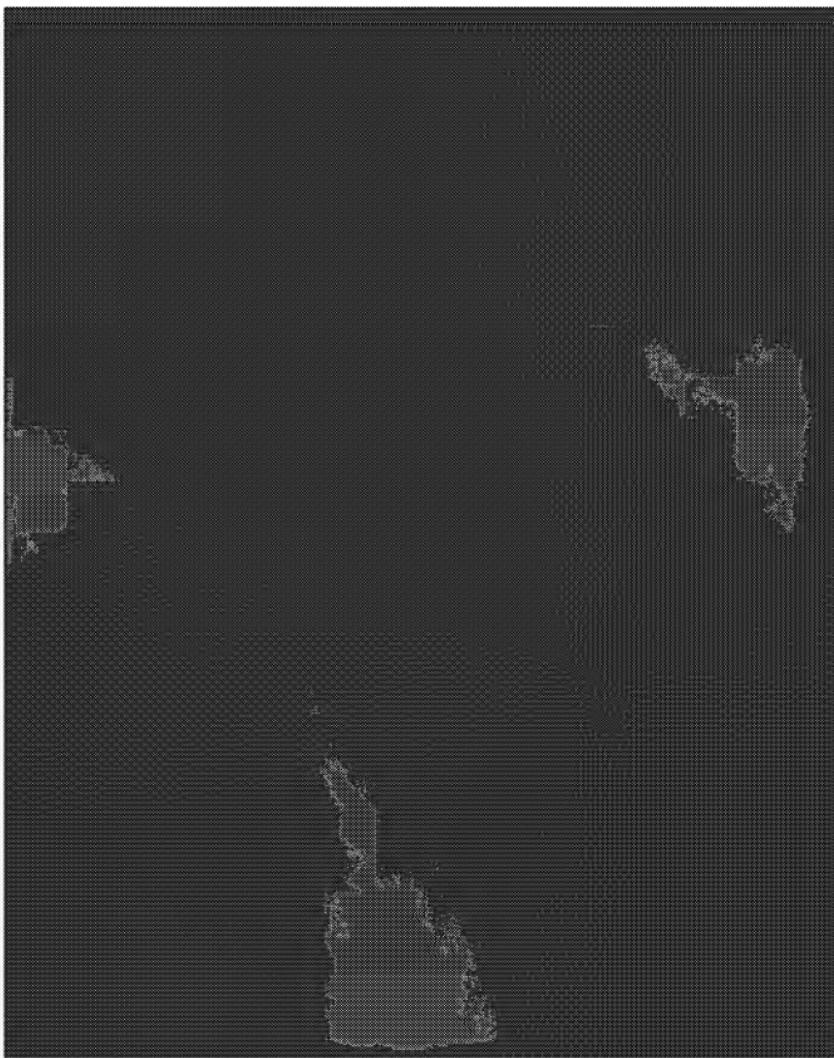
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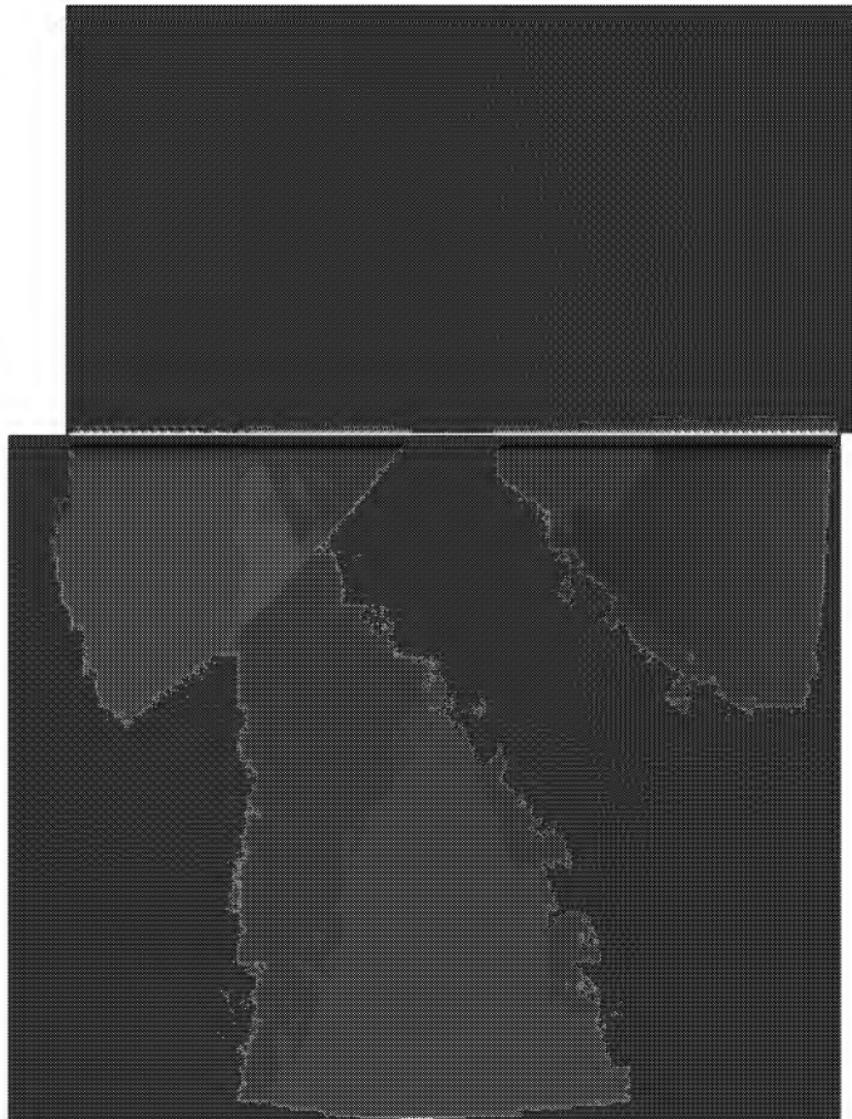


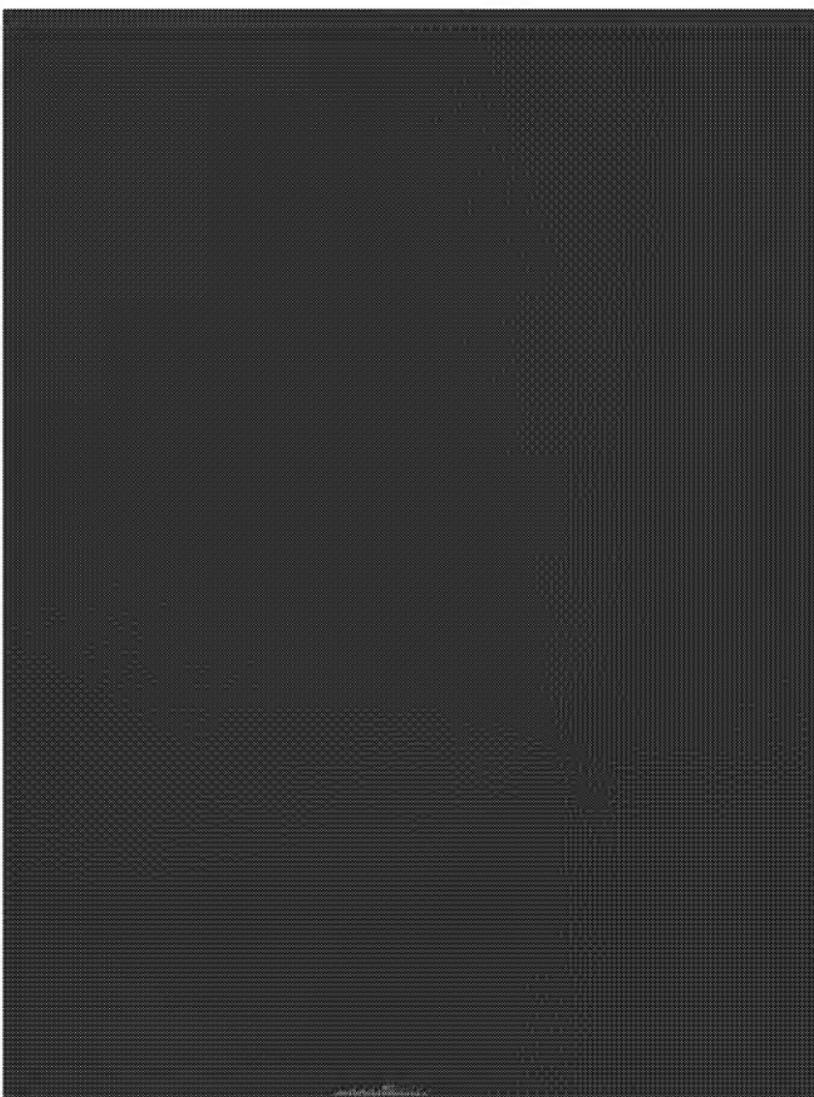


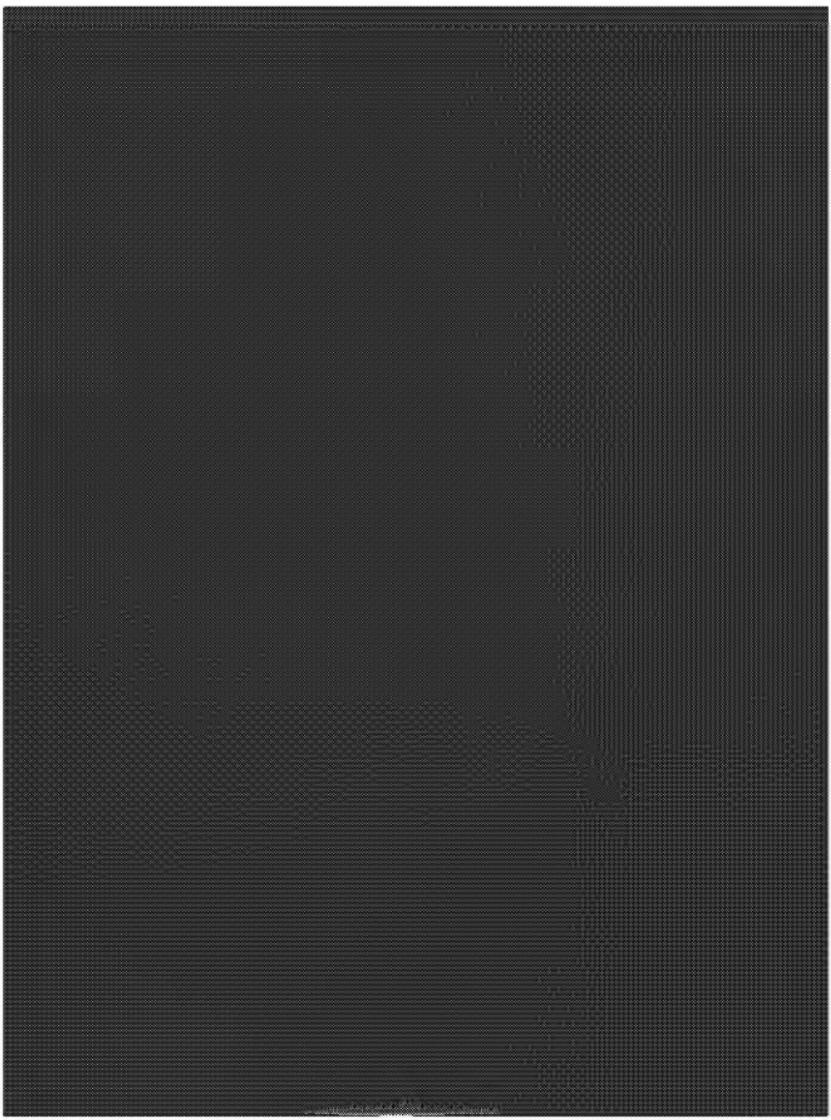


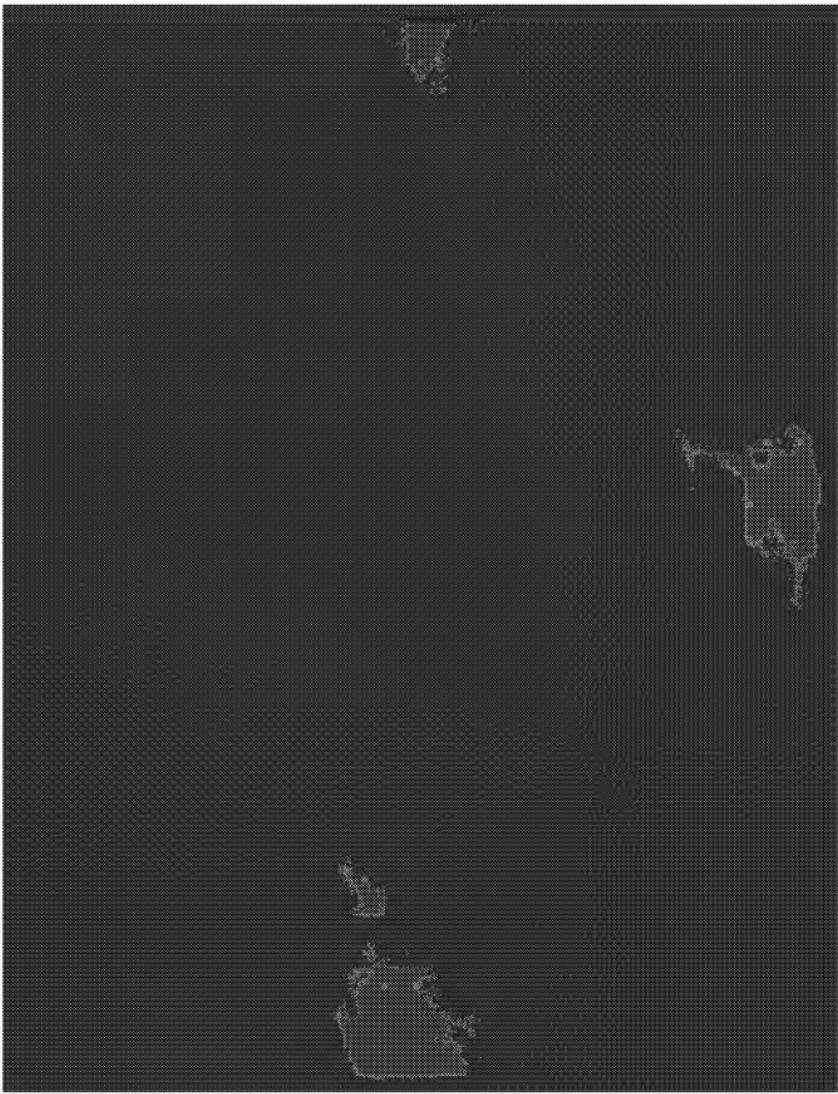








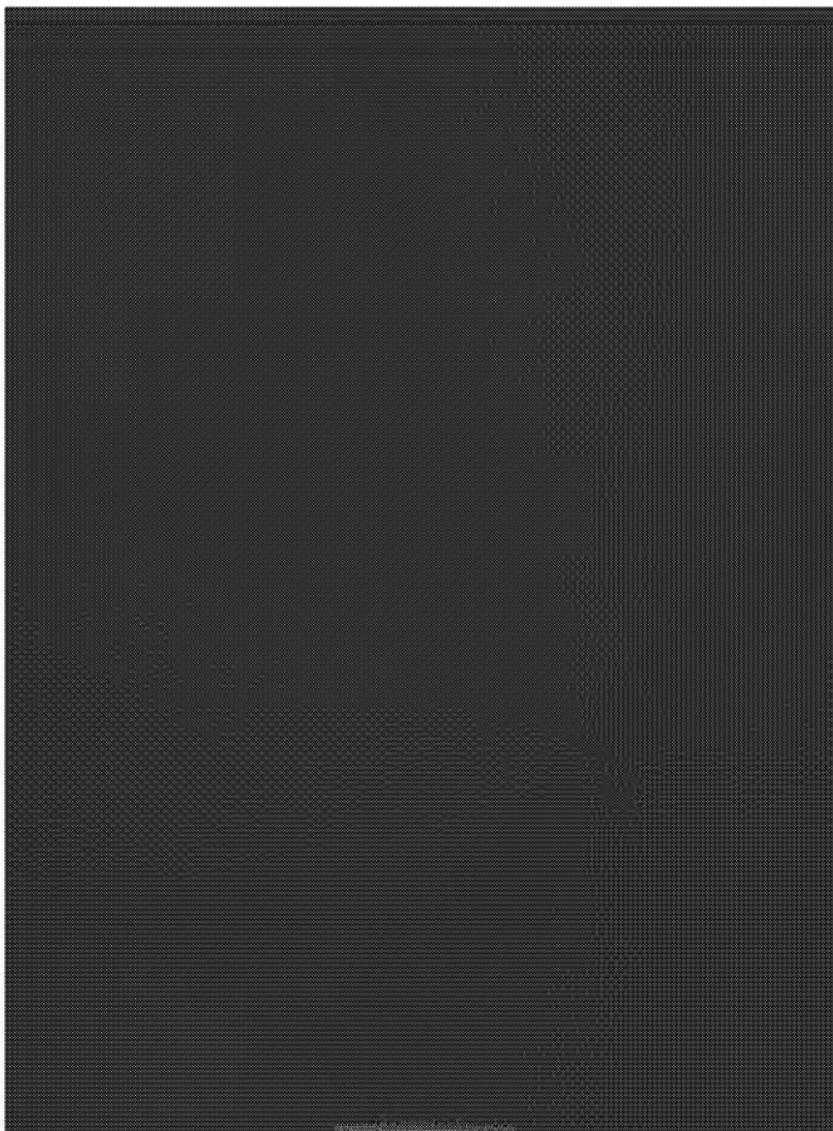






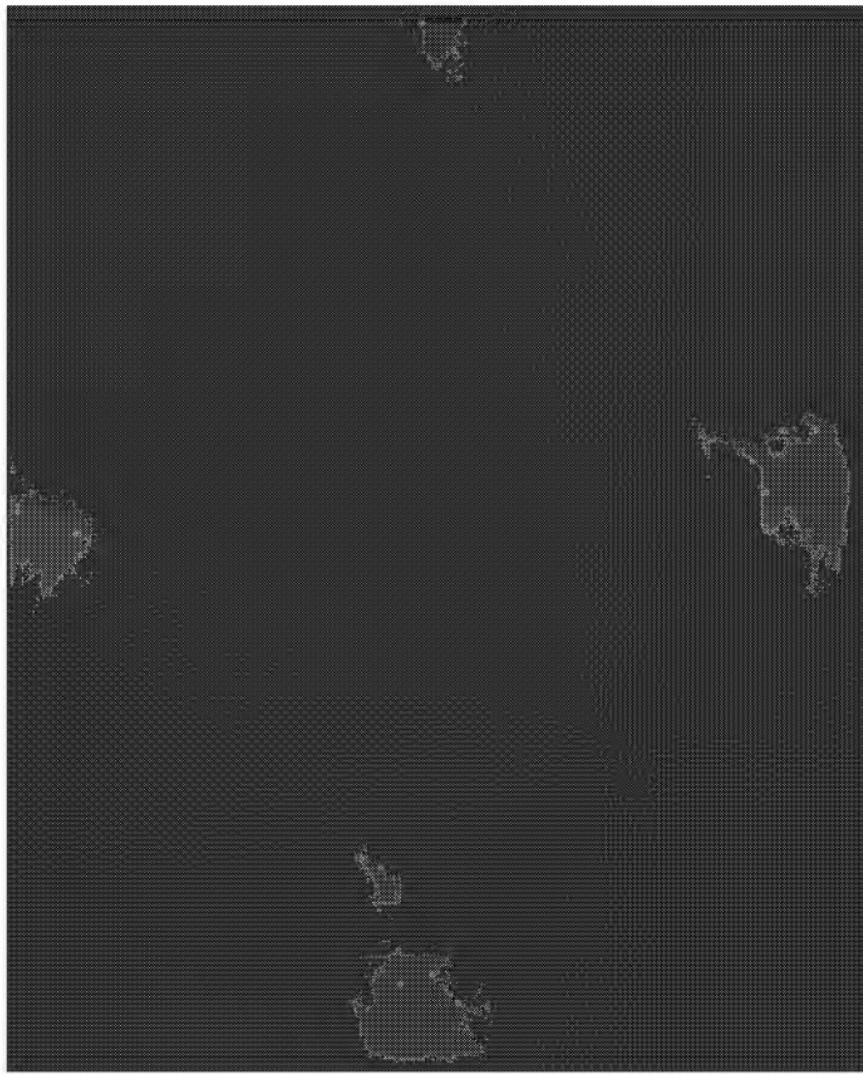


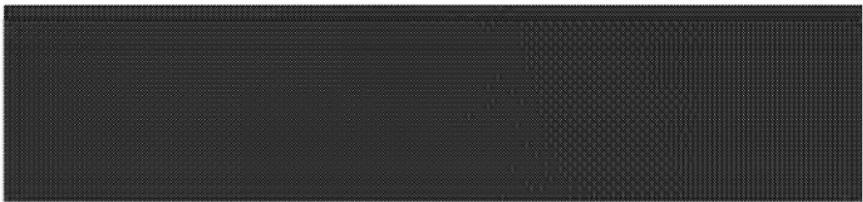




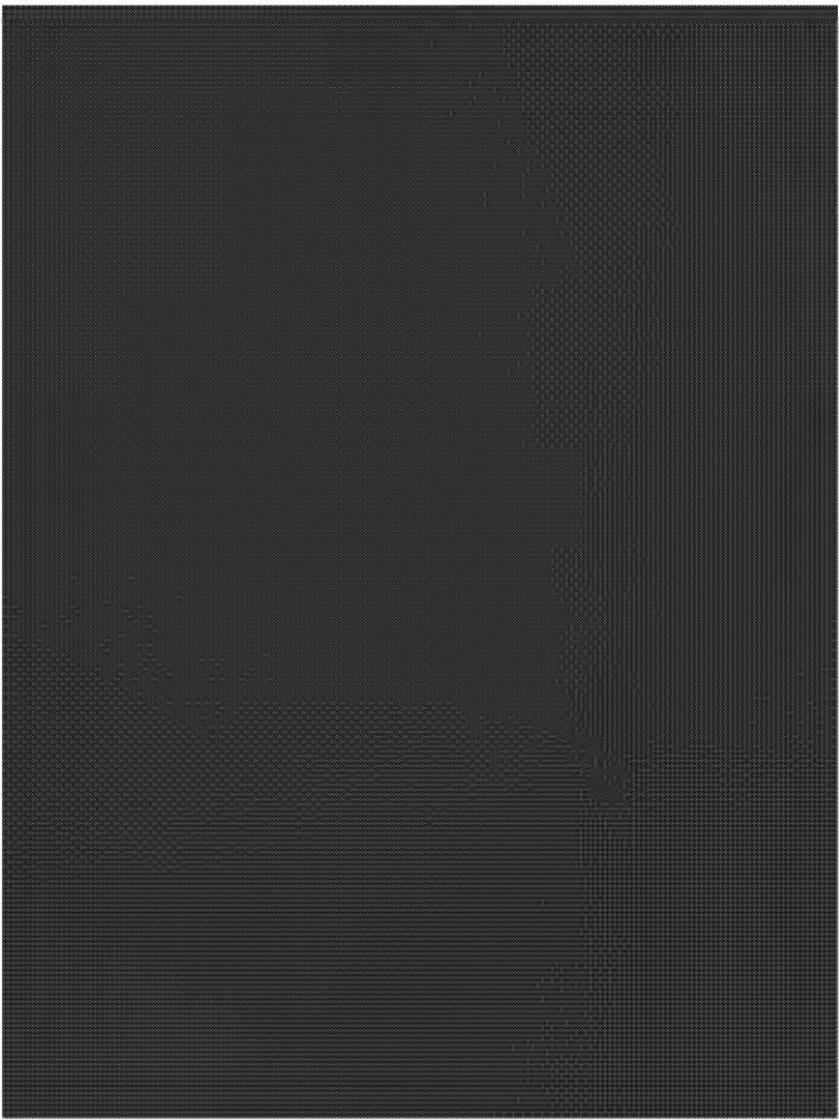


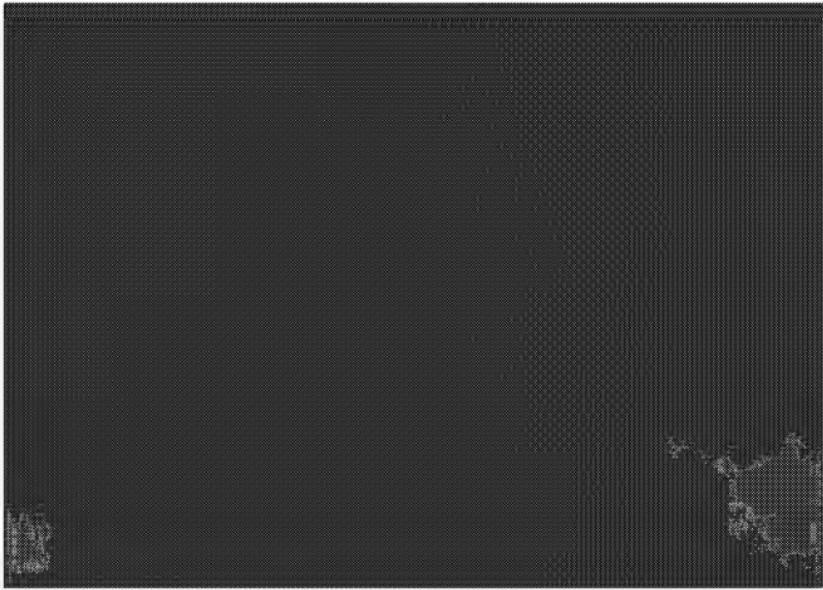


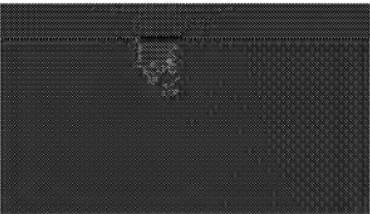


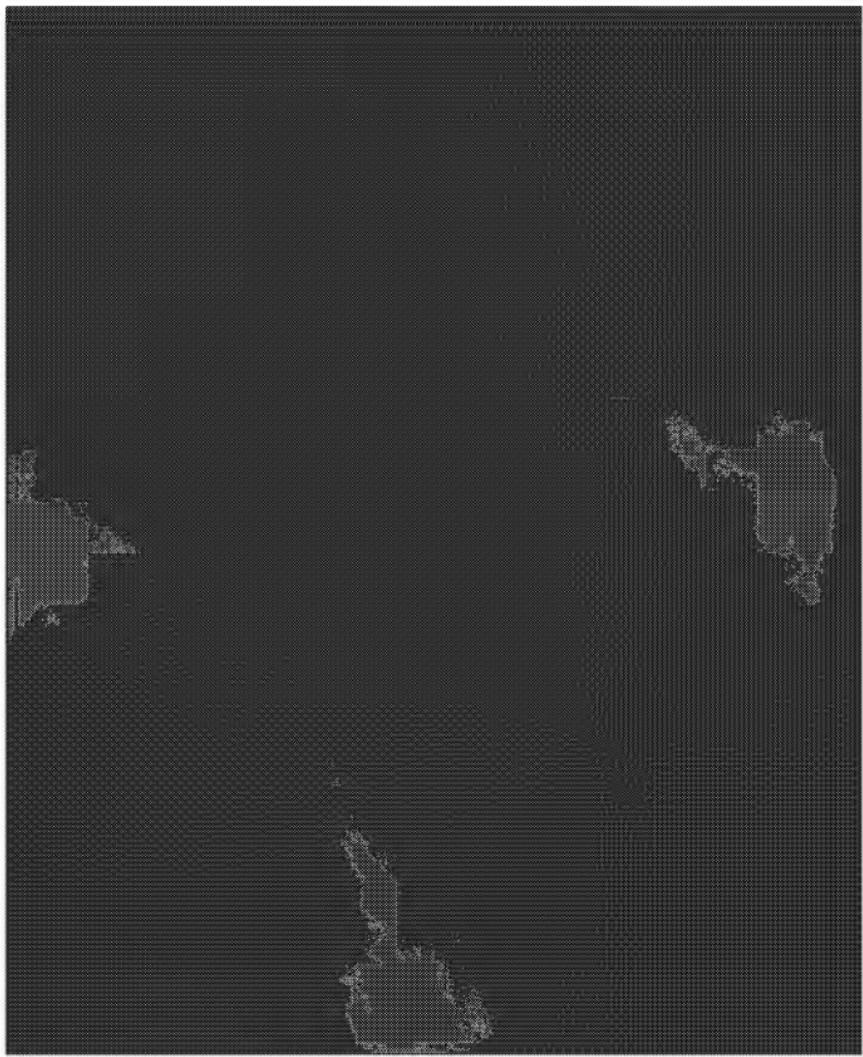




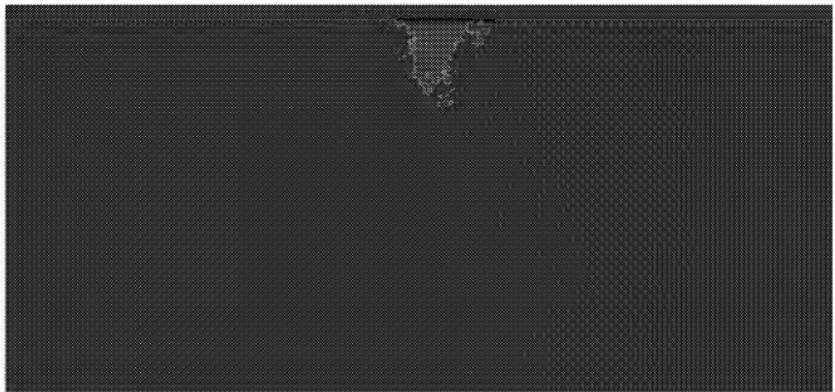




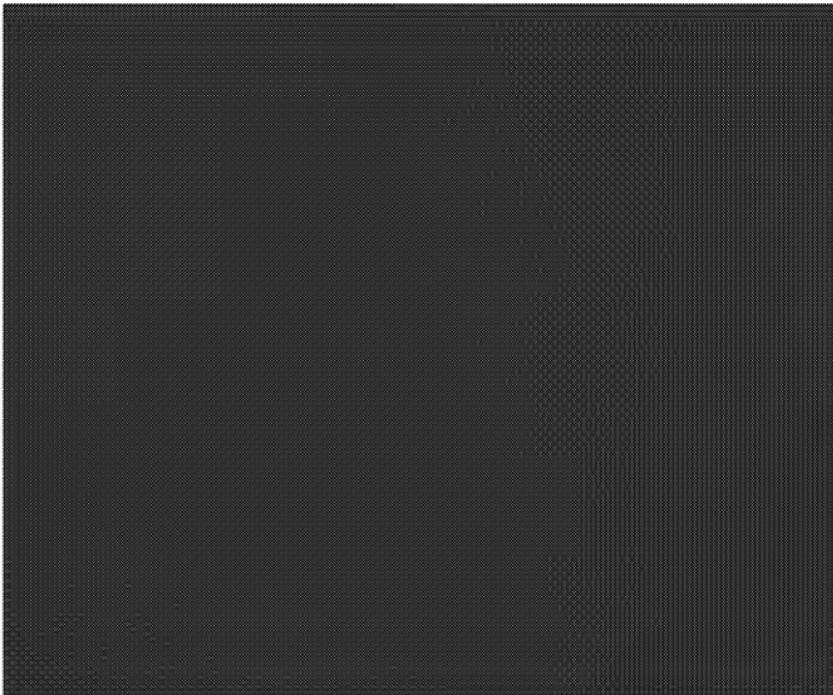


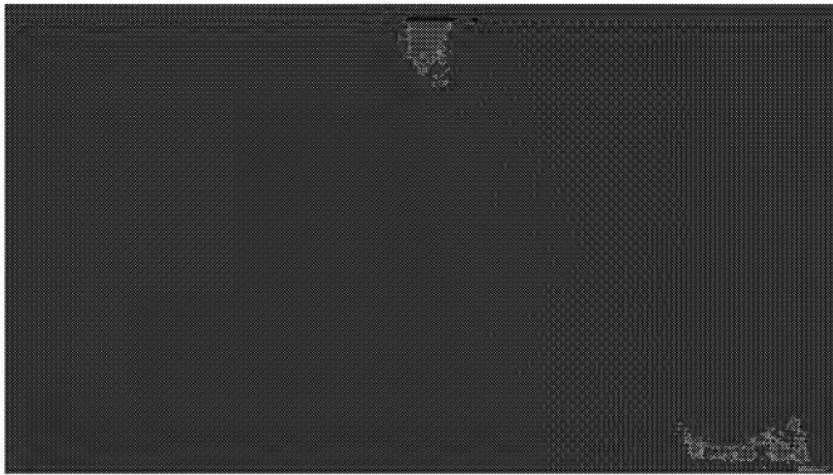


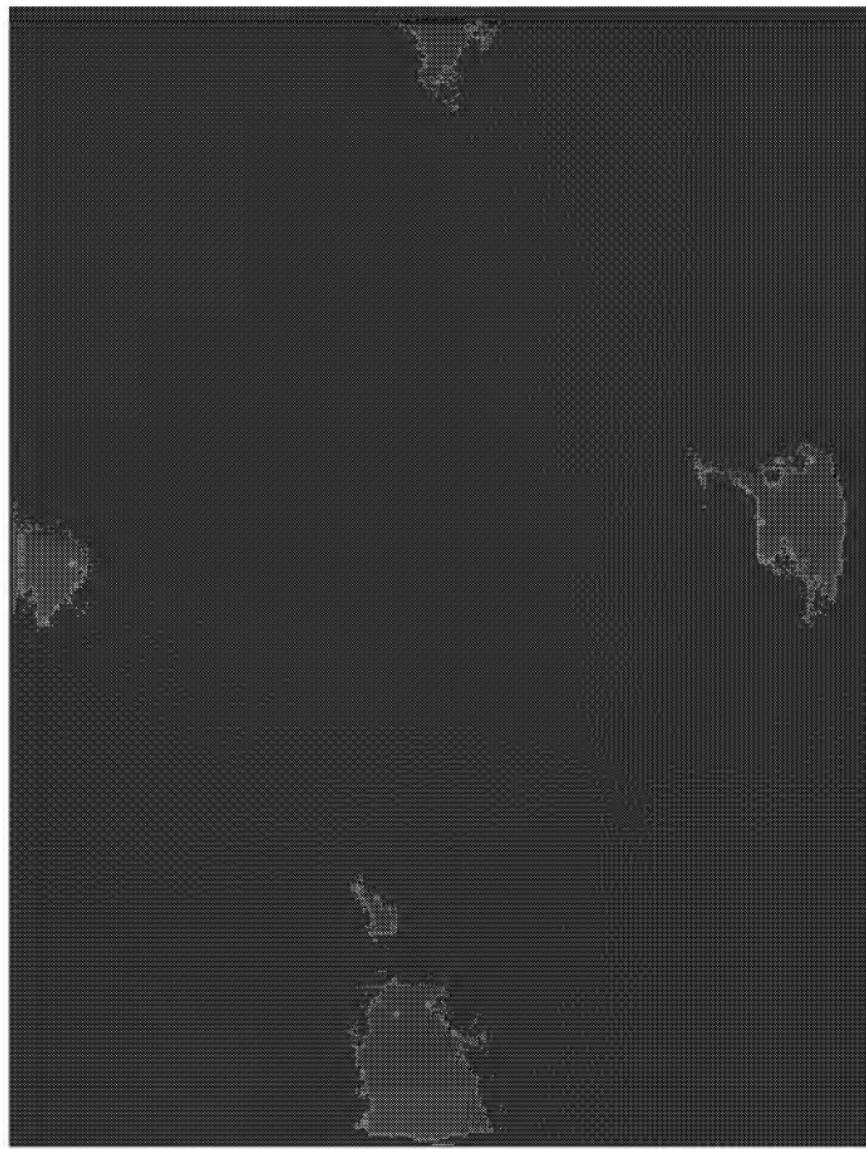
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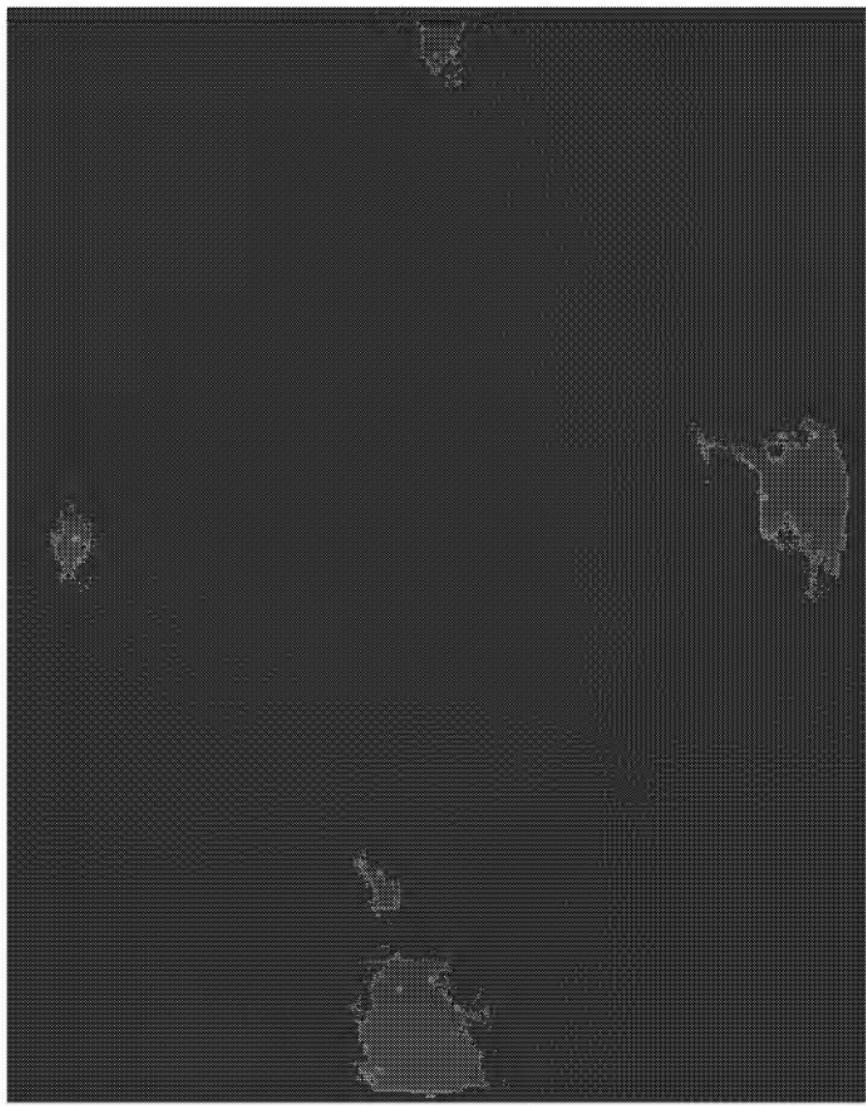






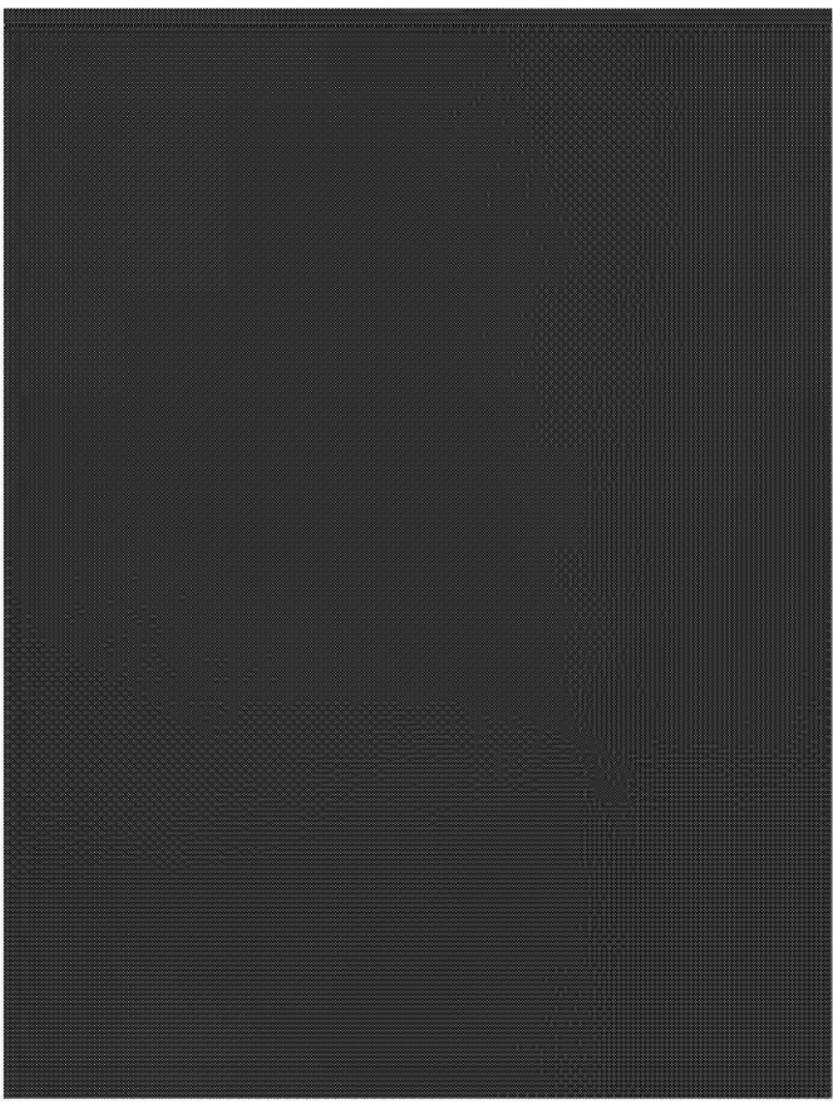




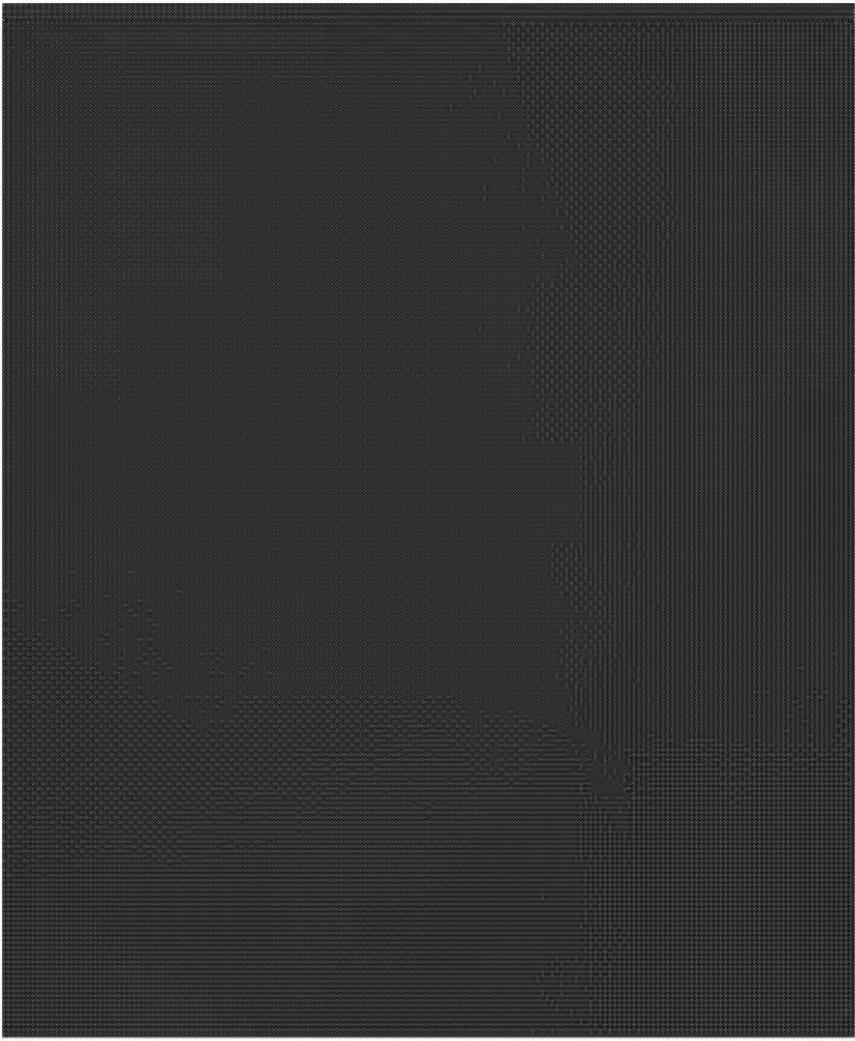


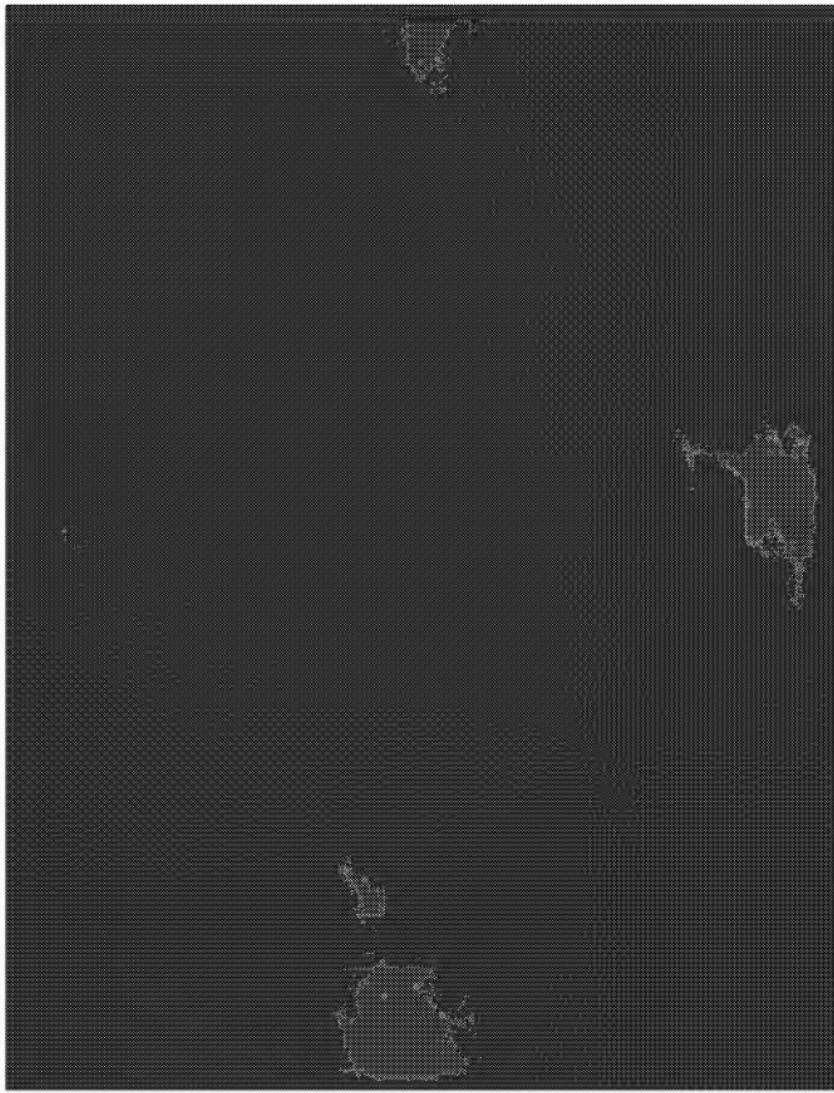


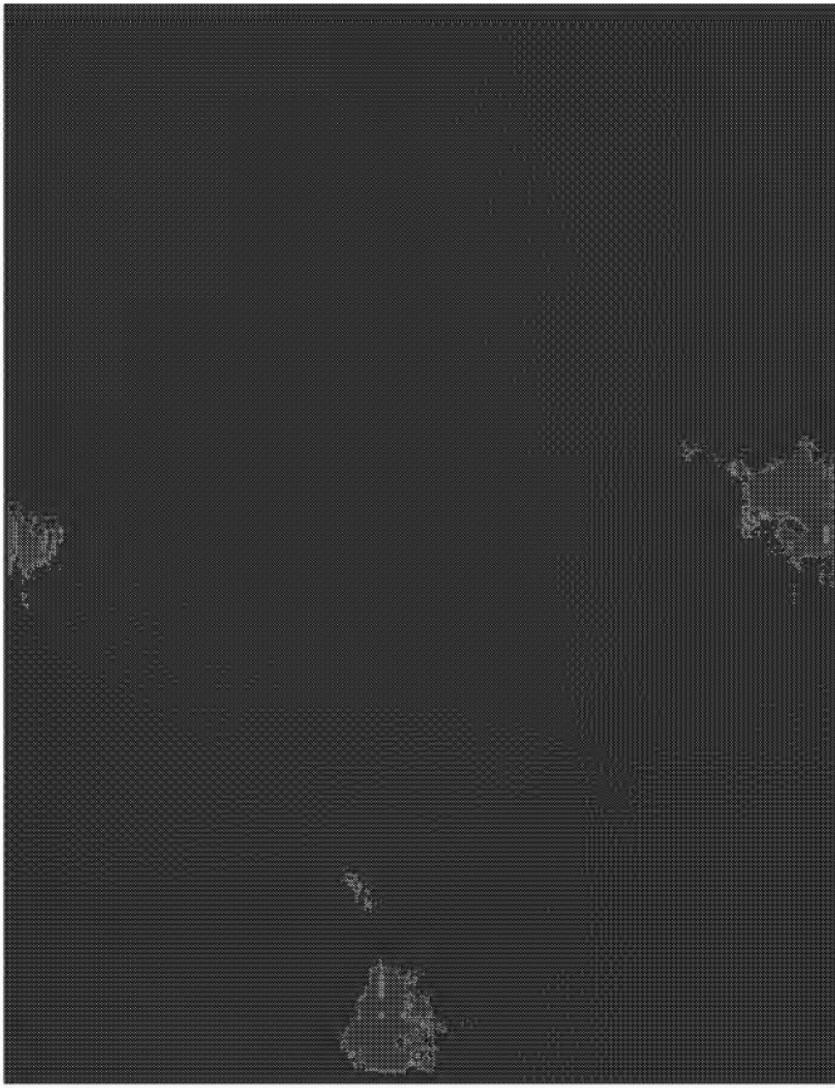




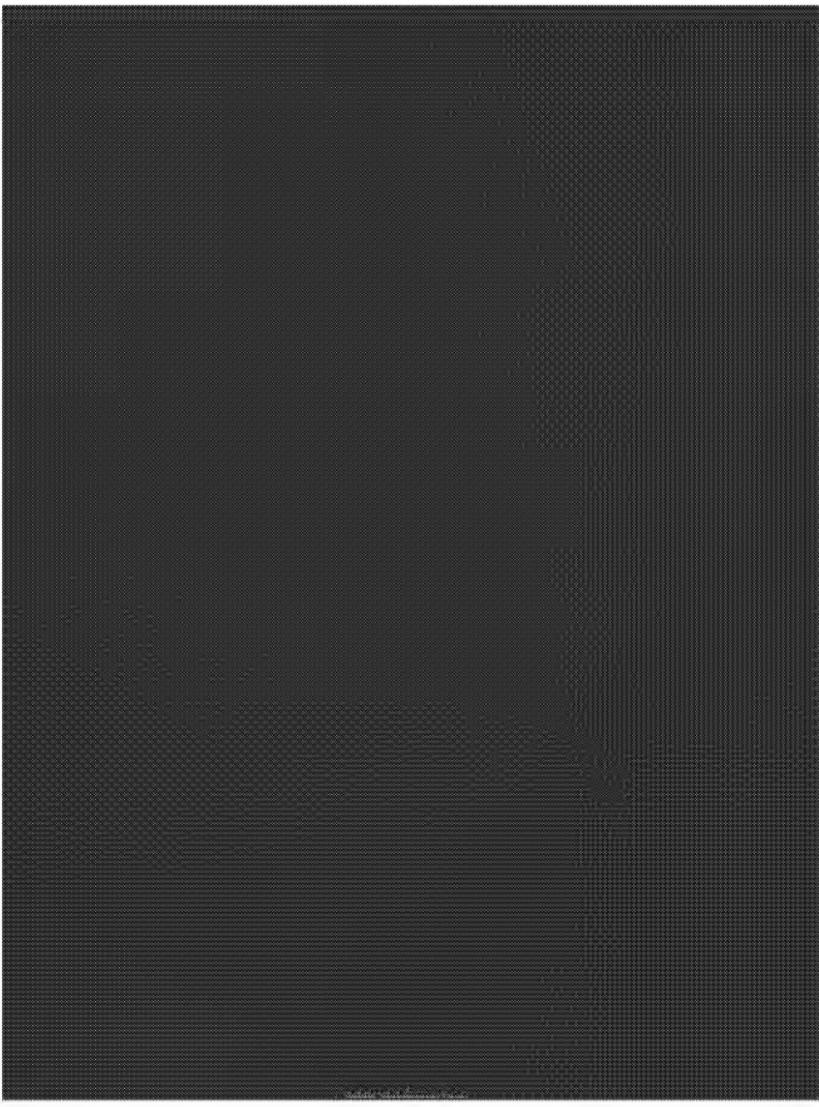


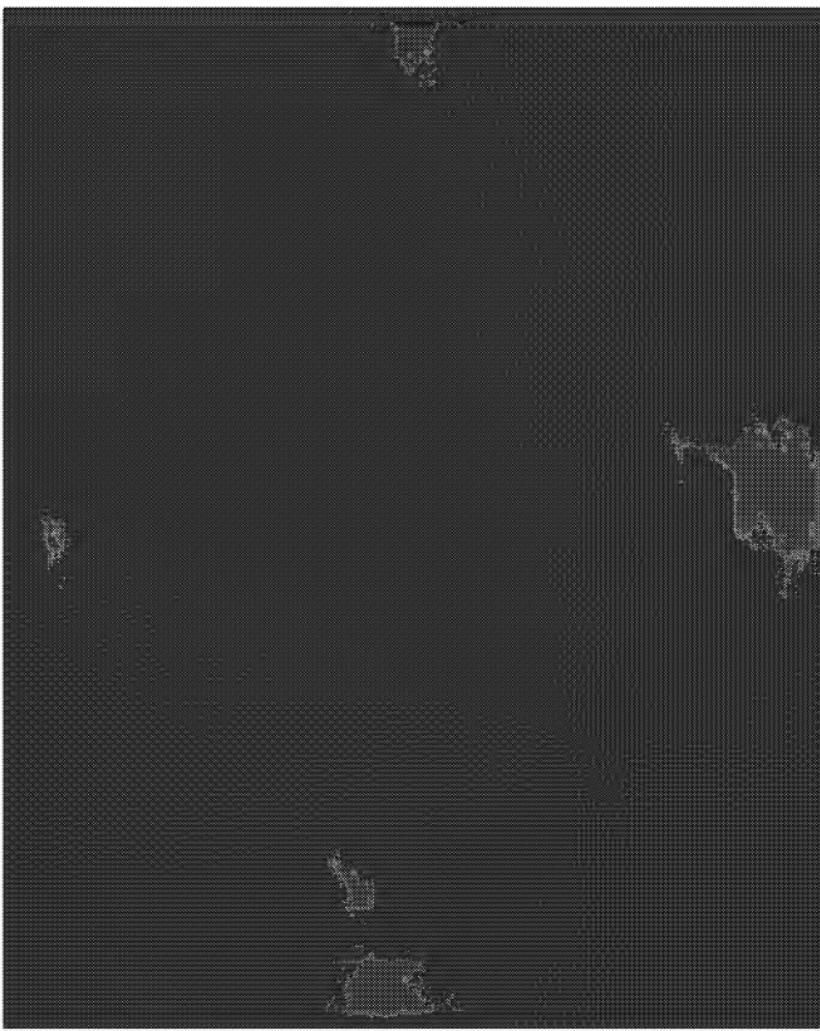


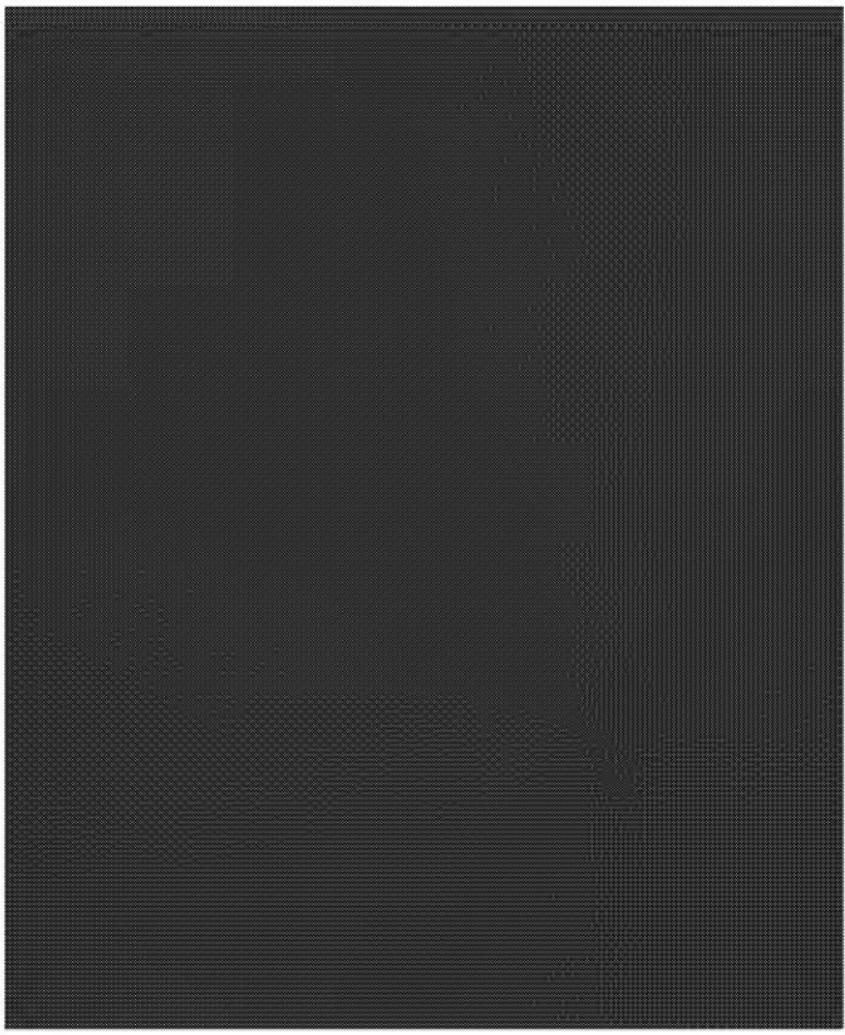


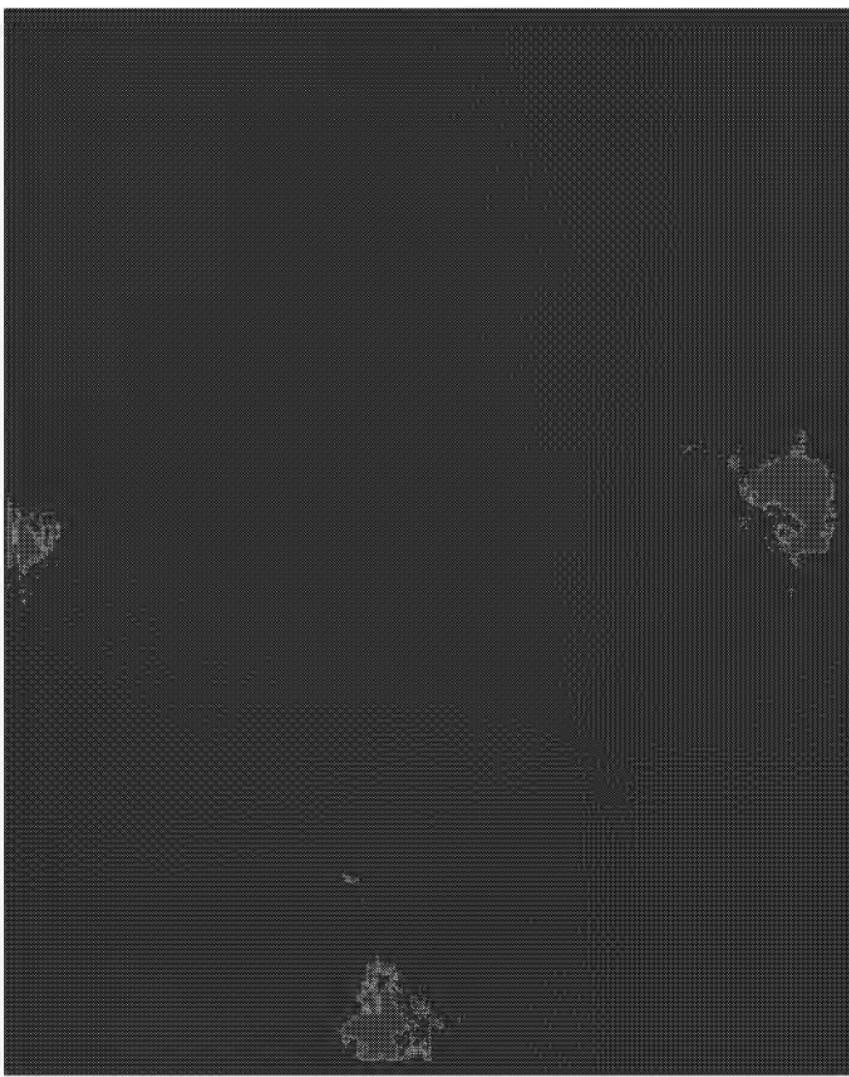


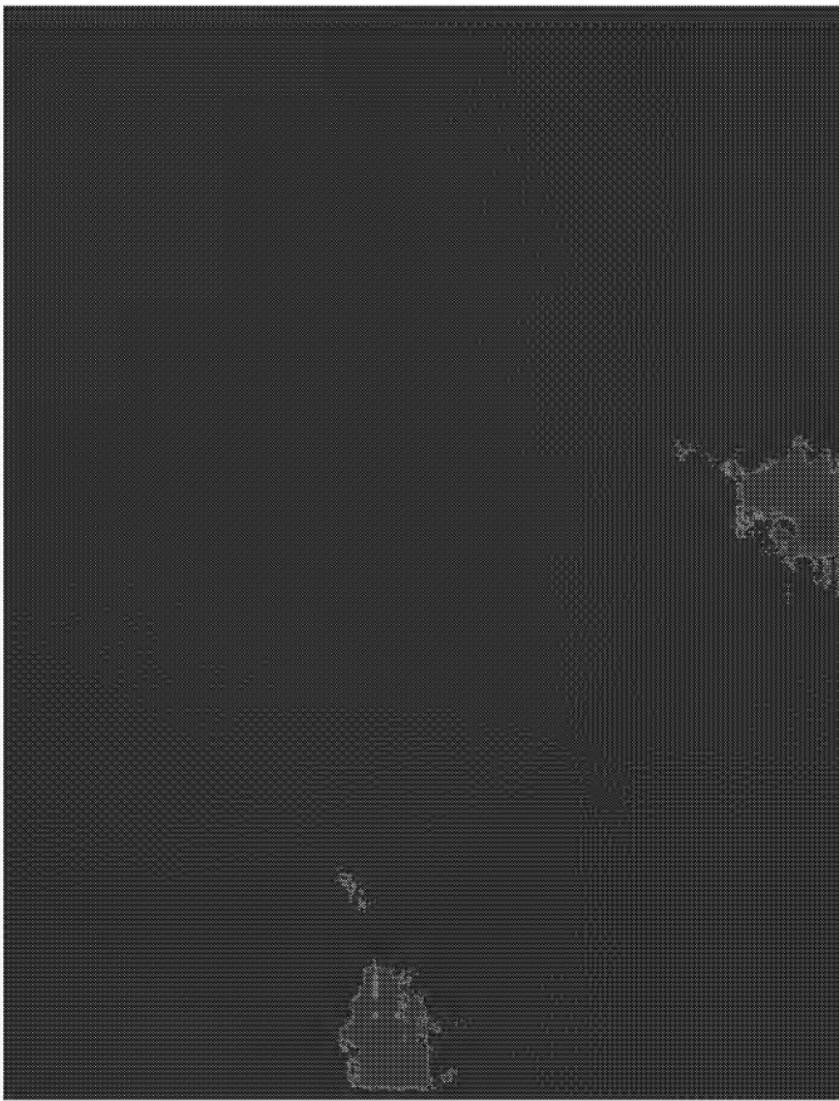


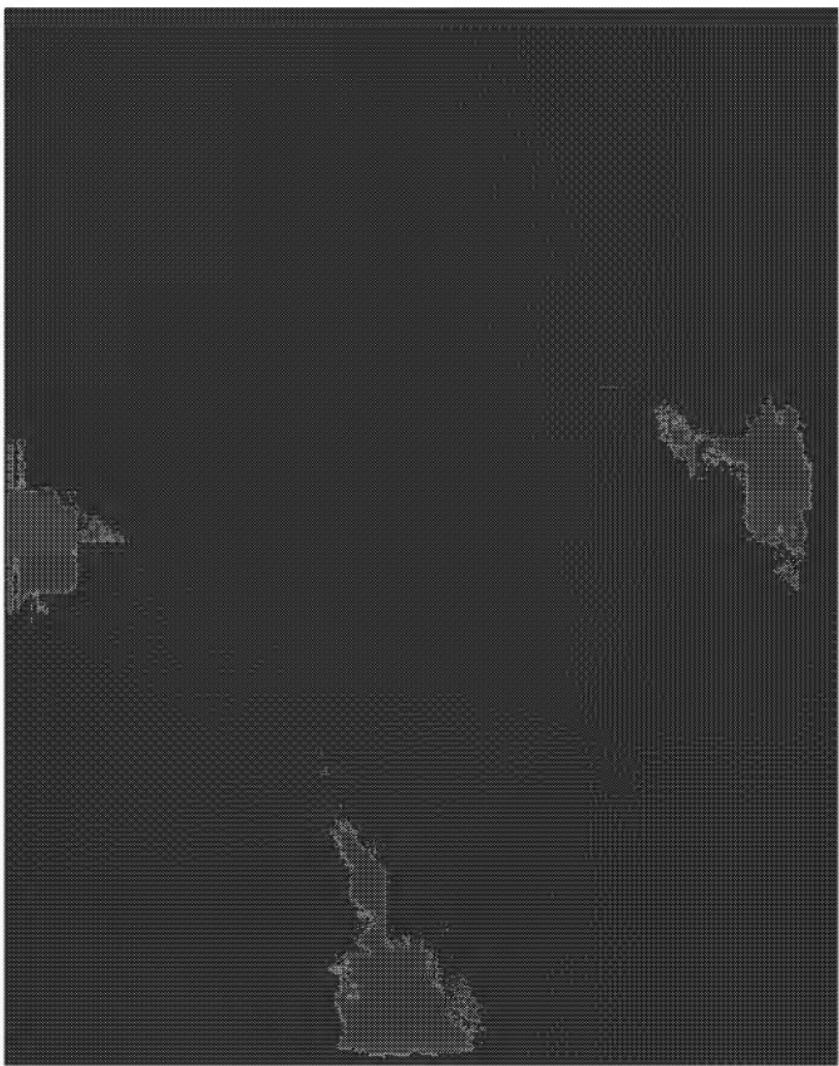


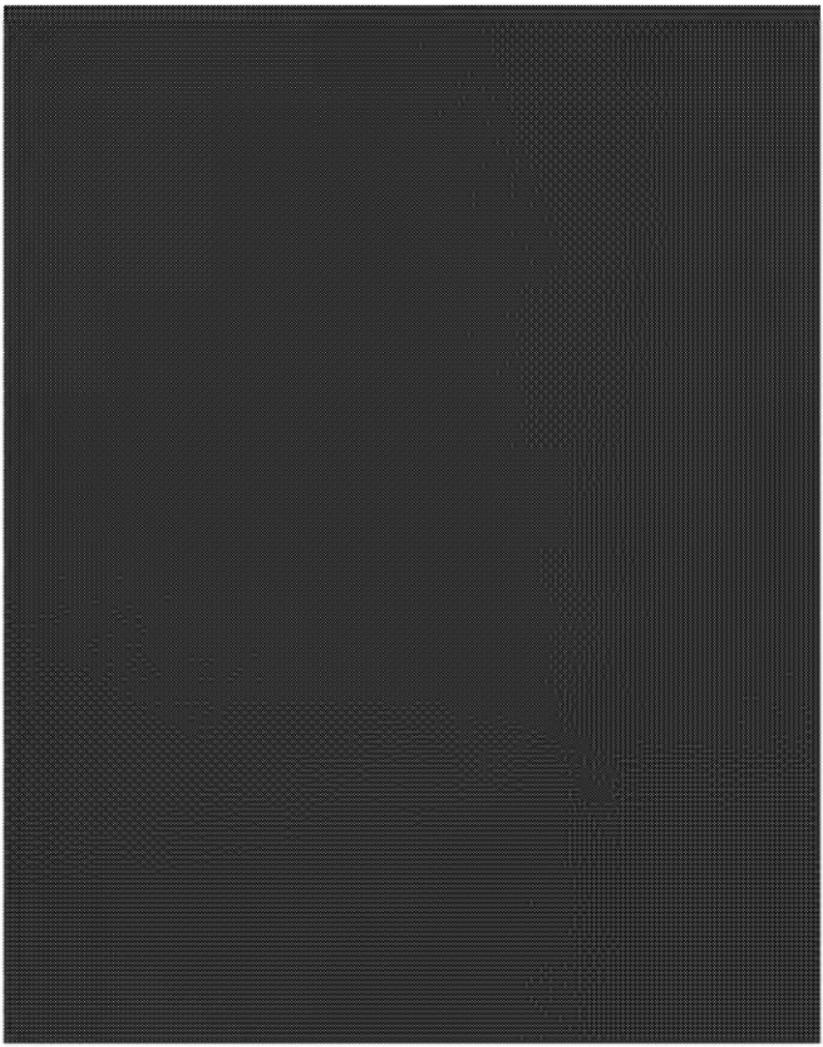


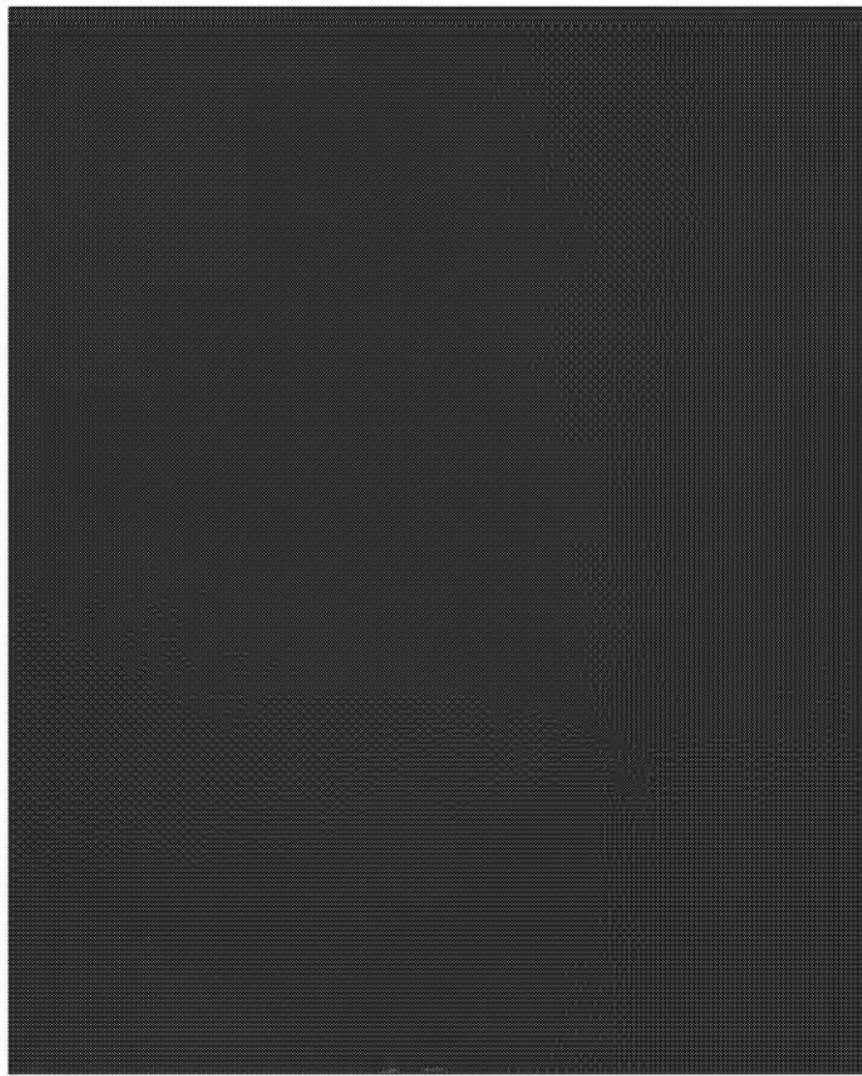


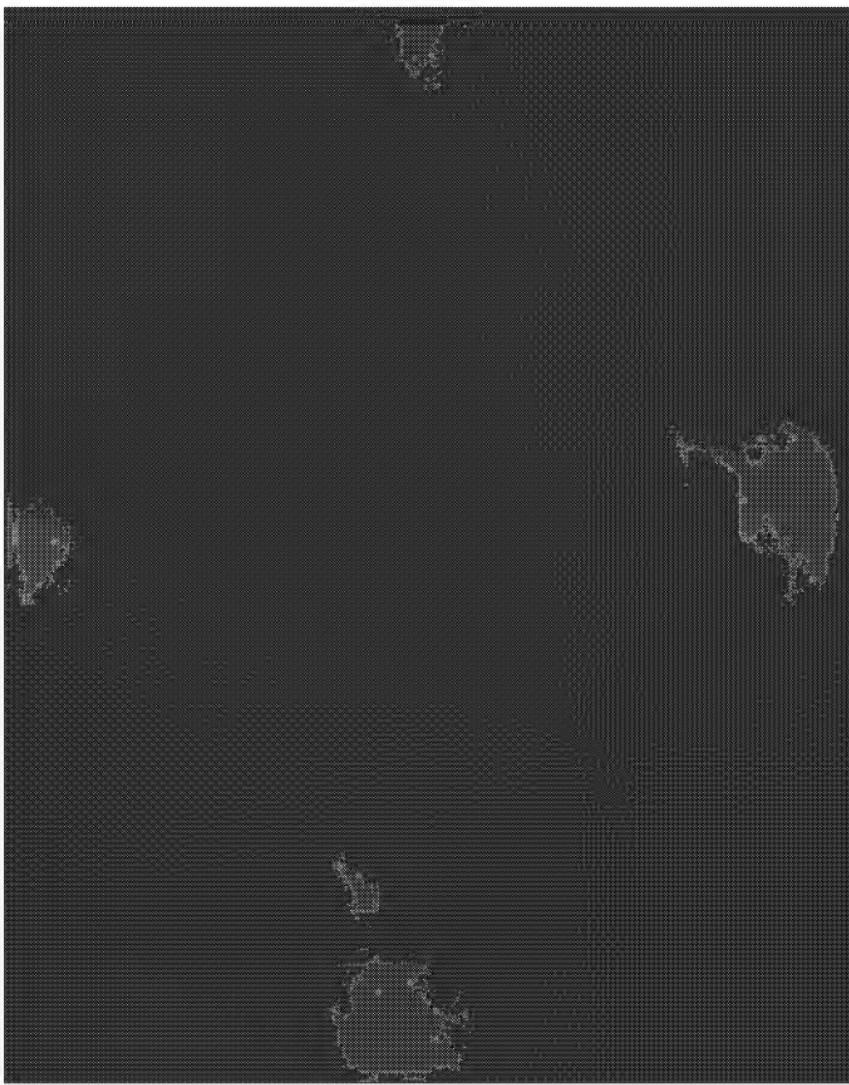


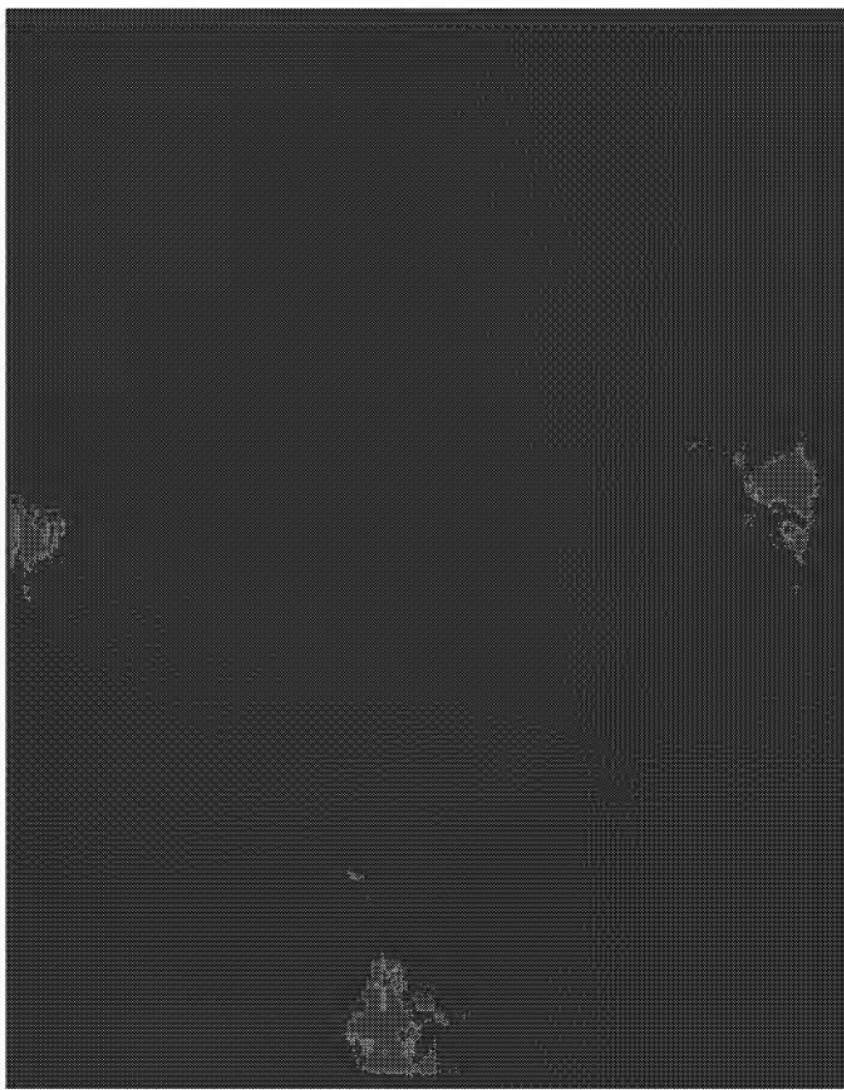


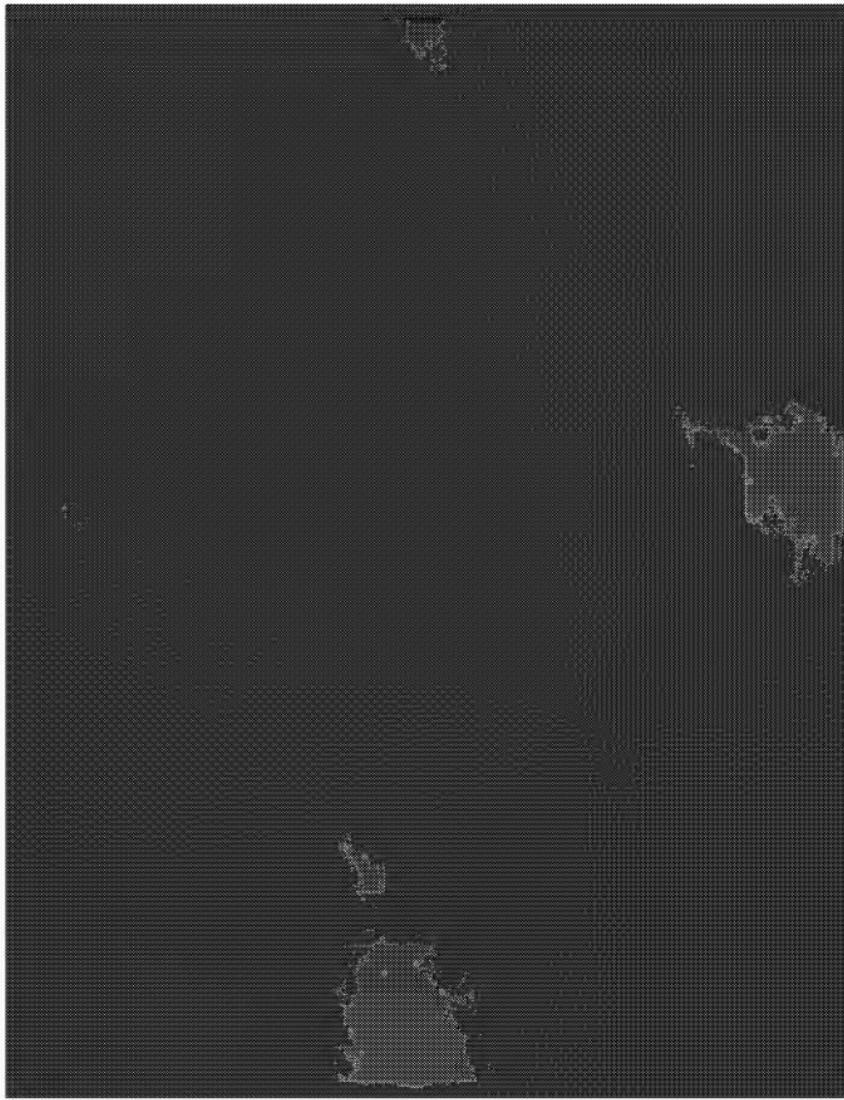




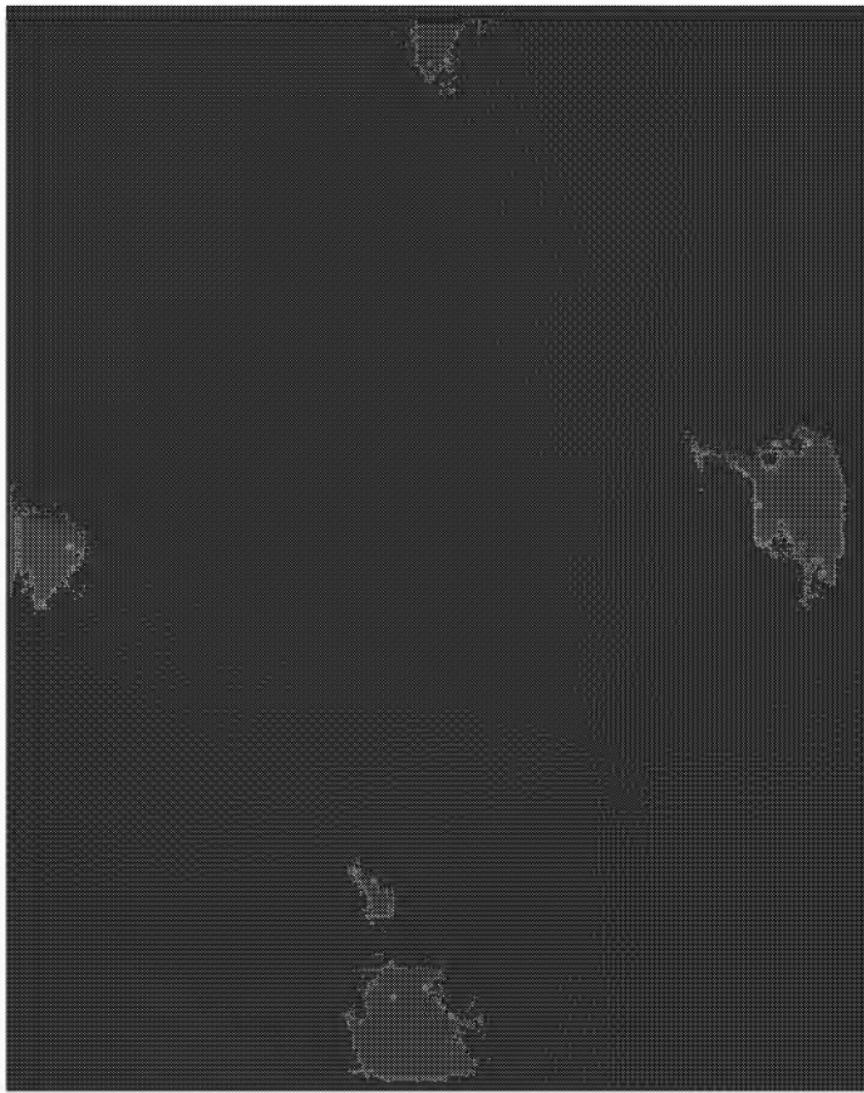






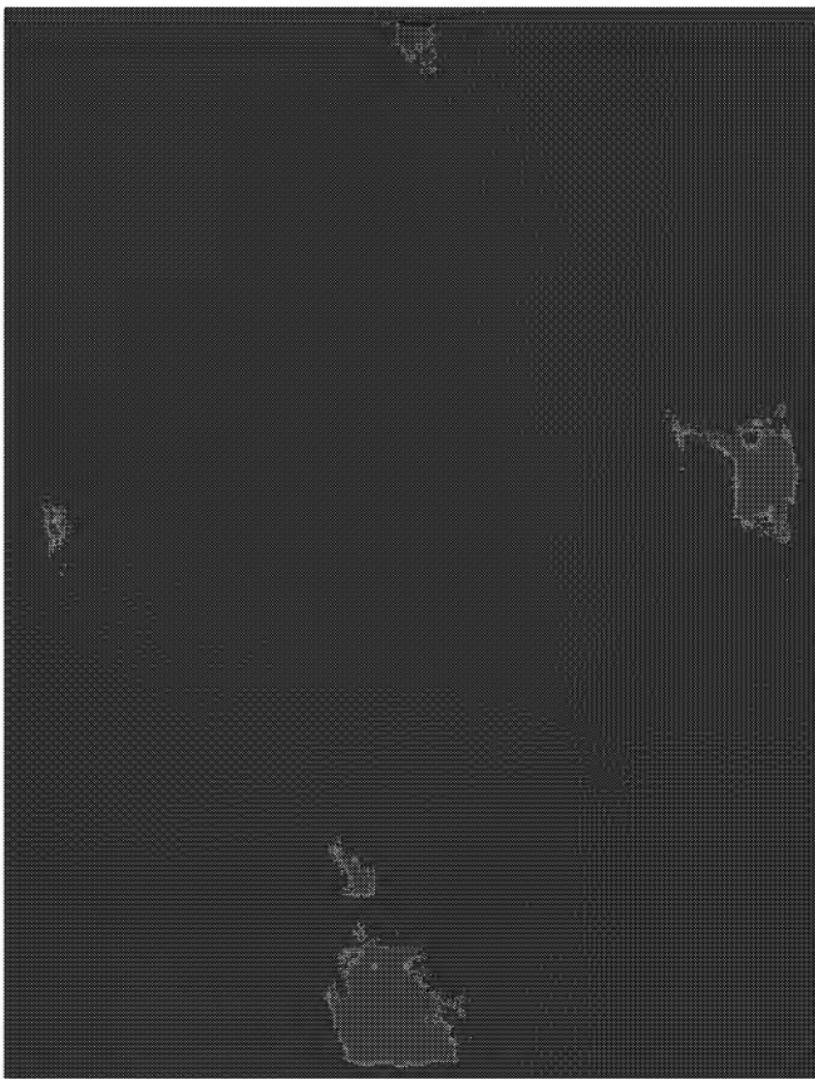


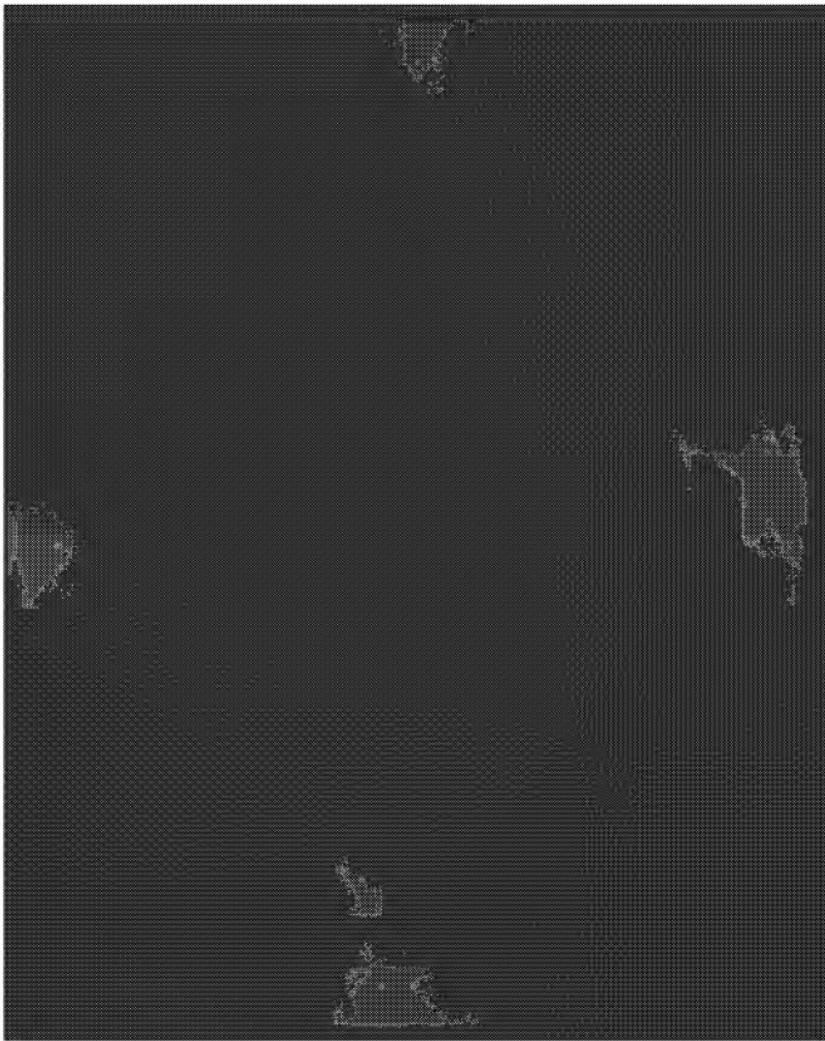


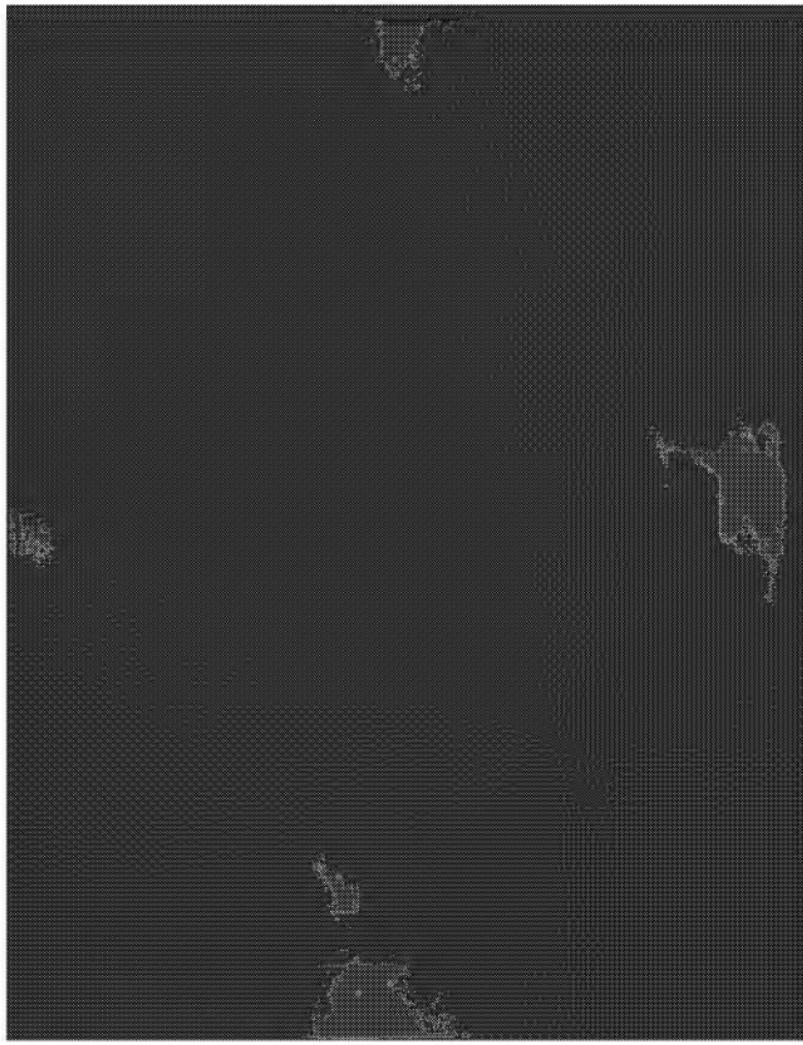




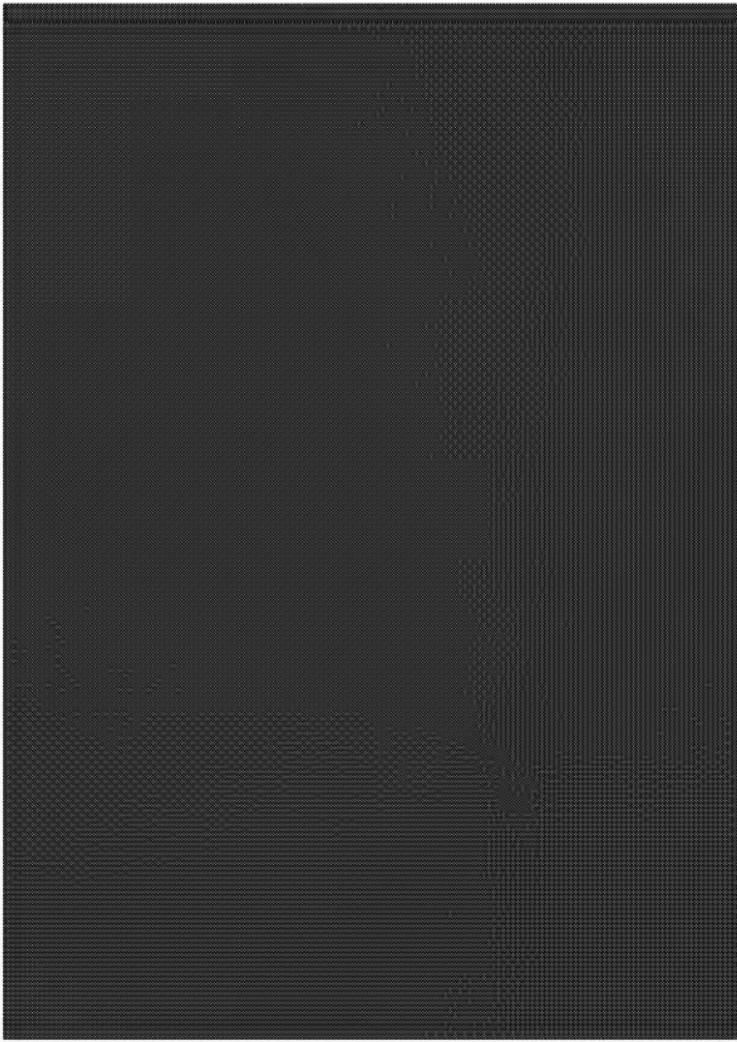


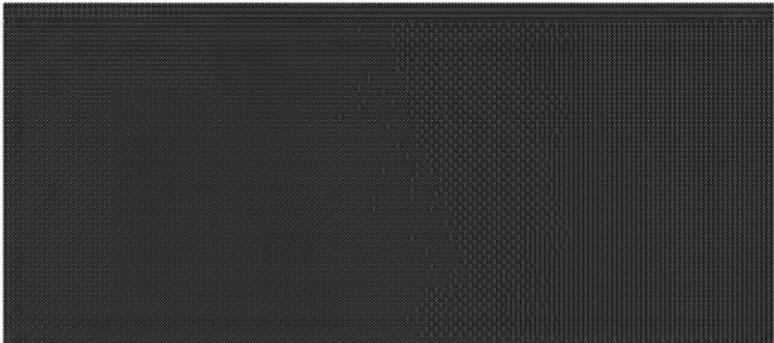














DISCLOSURE SCHEDULE OF SELLERS
TO ACCOMPANY
ASSET PURCHASE AGREEMENT
DATED AS OF MAY 13, 2009
BY AND AMONG
FINANCIÈRE ELITECH SAS,
NANOGEN, INC.,
EPOCH BIOSCIENCES, INC.,
AND
NANOTRONICS, INC.

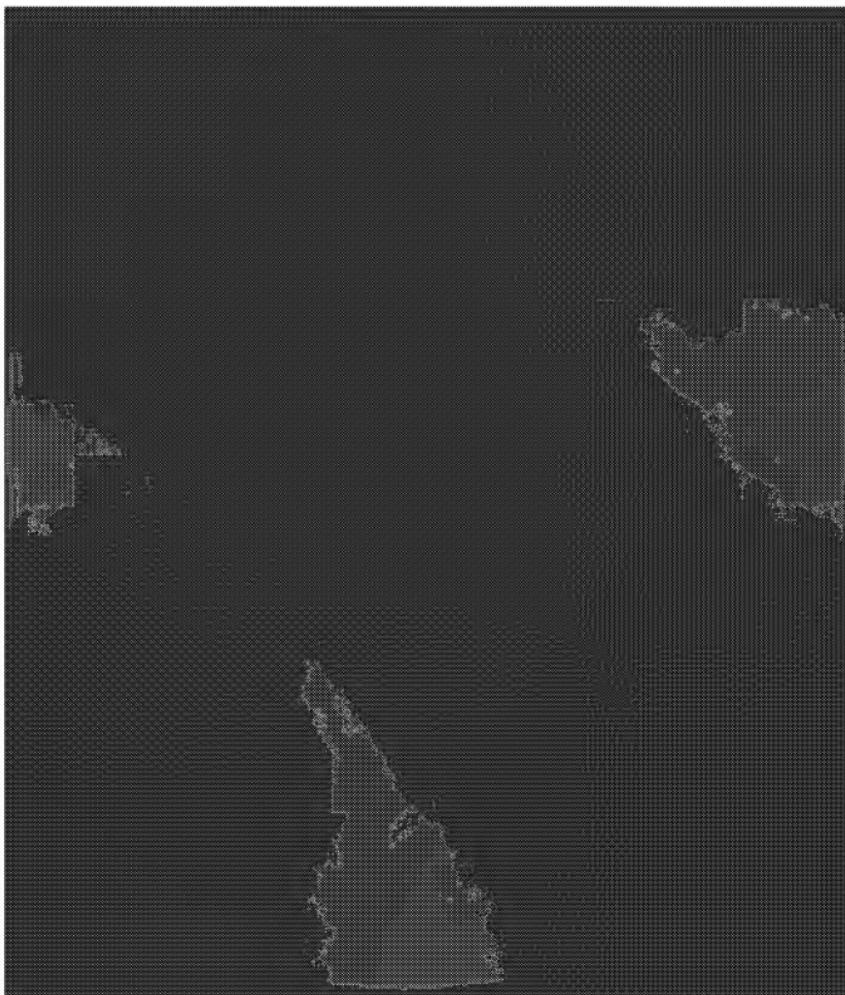
This disclosure schedule (the "Sellers' Disclosure Schedule") is delivered pursuant to Article V of the above referenced Asset Purchase Agreement (the "Agreement") and dated as of the date of the Agreement. Unless expressly stated to the contrary, the section numbers of the Sellers' Disclosure Schedule correspond to the first, or principal, section of the Agreement to which the disclosures relate.

Each exception to a representation and warranty set forth in the Sellers' Disclosure Schedule shall be deemed to qualify the specific representation and warranty that is referenced in the applicable paragraph of the Sellers' Disclosure Schedule, and no other representation or warranty; provided, however, that notwithstanding the foregoing any information disclosed in the Sellers' Disclosure Schedule under any section number shall be deemed disclosed and incorporated into any other sections, schedules or exhibits under the Agreement where such disclosure would be relevant, if it is reasonably apparent from the information disclosed that it is relevant to such other sections, schedules or exhibits under the Agreement, whether or not repeated under any section number where disclosure might be deemed relevant. Any capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement, unless the context otherwise requires.

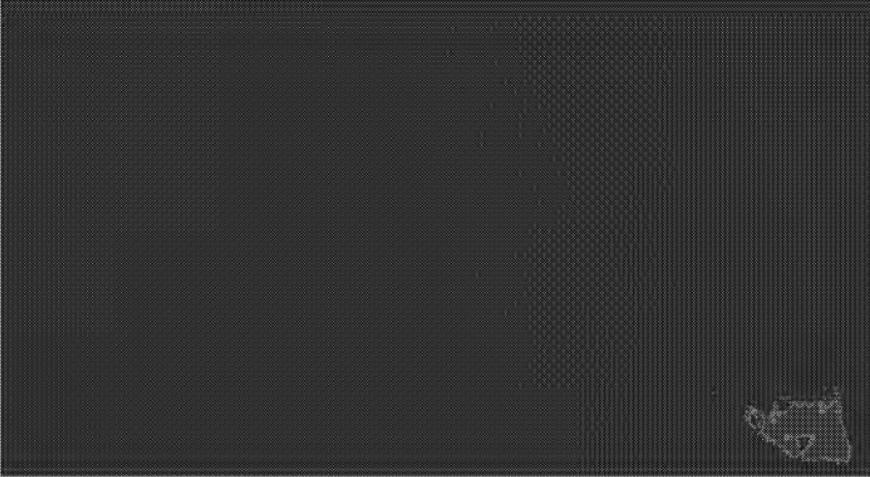
No reference to or disclosure of any items or other matter in this disclosure schedule shall be construed as an admission or indication that such items or other matter is material or that such item or other matter is required to be referred to or disclosed in the disclosure schedule. No disclosure in the Sellers' Disclosure Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

Section 5.3 No Conflict; Consents

5.3(a) No Conflicts.



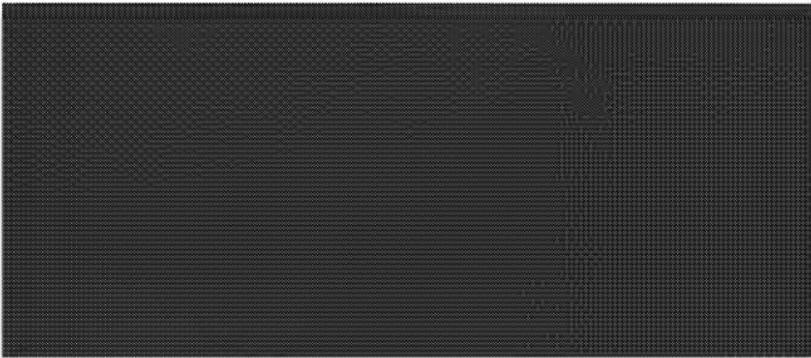
5.3(b) Consents.



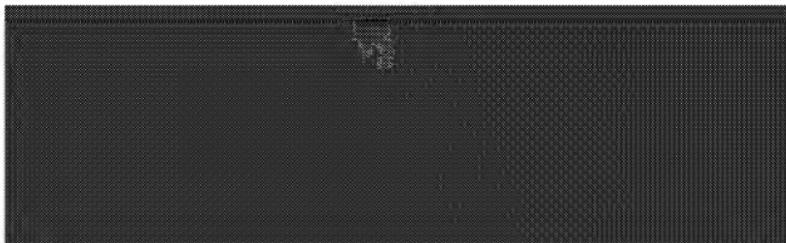
Section 5.4 Intellectual Property

5.4(b) Inbound Licenses and Rights.

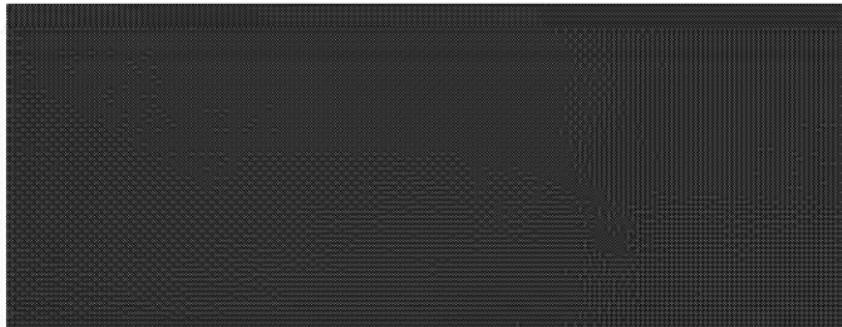
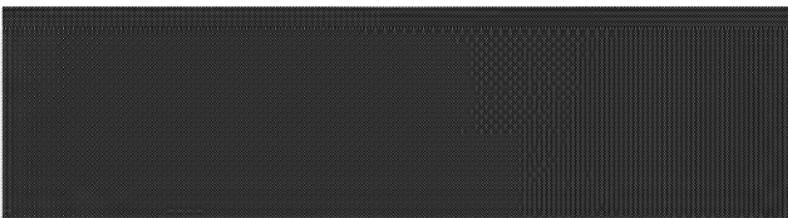
MDx Technology In-Licenses



Nucleic Acid BioMarkers – In-Licenses



POC Technology In-Licenses



5.4(c) No Restrictions



5.4(d) Effect of Closing.

5.4(e) Perfection of Ownership Rights

Nanogen has recorded assignments with appropriate Governmental Authorities for purchased intellectual property listed below:

| | Title | App/Patent No. | Filing/Issuance Dates | |
|----|---|----------------|----------------------------------|--|
| 23 | 37610-525001US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,290,678 | Filed 5/3/91 Issued 3/1/94 | |
| 24 | 37610-525003US Method and Device for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,604,105 | Filed 4/11/95 Issued 2/18/97 | |
| 25 | 37610-525C01US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,747,274 | Filed 9/1/96 Issued 5/5/98 | |
| 26 | 37610-525004US Diagnostic Kit for | US 5,710,008 | Filed 10/22/96 Issued 1/20/98 | |

| | | | | |
|----|---|-----------------------|--------------------------------|--|
| | Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | | | |
| 27 | 37610-525C03US Diagnostic Kit for Diagnosing and Distinguishing Chest Pain in Early Onset Thereof | US 5,744,358 | Filed 9/5/96 Issued 4/28/98 | |
| 28 | | | | |
| 29 | | | | |
| | Title | App/Patent No. | Filing/Issuance Dates | |
| 30 | | | | |
| 67 | | | | |
| | Title | App/Patent No. | Filing/Issuance Dates | |
| 68 | | | | |
| 69 | 37610-528F01US Single-Chain Polypeptides Comprising Creatine Kinase M and Creatine Kinase B | US 5,981,249 | Filed 2/5/98 Issued 9/9/99 | |

| 119 | | | |
|---|----------------|----------------------------------|--|
| 120 | | | |
| 121 | | | |
| | | | |
| Title | App/Patent No. | Filing/Issuance Dates | |
| 122 37610-522F01US Analytical Test Device and Method for Use in Medical Diagnosis | US 6,171,870 | Filed 8/6/98 Issued 1/9/01 | |
| 123 37610-522C01US Analytical Test Device and Method for Use in Medical Diagnosis | US 6,673,628 | Filed 2/6/01 Issued 1/6/04 | |
| 124 37610-522002US Analytical Test Device and Method for Use in Medical Diagnoses | US 6,410,341 | Filed 7/14/99 Issued 6/25/02 | |
| 125 37610-522003US Analytical Test Device and Method for use in Medical Diagnoses | US 6,214,629 | Filed 7/14/99 Issued 4/10/01 | |
| 126 | | | |
| 127 37610-523001US Diagnostic Device for Analyte Detection | US 7,256,053 | Filed 10/24/02 Issued 8/14/07 | |

| | | | | |
|-----|---|---------------------------|----------------------------------|--|
| 128 | 37610-523N01US Diagnostic Device | US 10/531,912 | Filed 10/24/03 | |
| 129 | 37610-526C01US Lateral Flow Filter Devices for Separation of Body Fluids From Particulate Materials | US 5,916,521 | Filed 6/19/97 Issued 6/29/99 | |
| 130 | | | | |
| 131 | 37610-531F01US Immunoassay Test Kit with Funnel | US D405,539 | Filed 12/18/95 Granted 2/9/99 | |
| | Title | App/Patent No. | Filing/Issuance Dates | |
| 132 | | | | |
| 132 | | | | |
| 134 | 37610-530001US Process and Device for the Separation of a Body Fluid From Particulate Materials | US 5,240,862 | Filed 3/23/89 Issued 8/31/93 | |
| 478 | | | | |

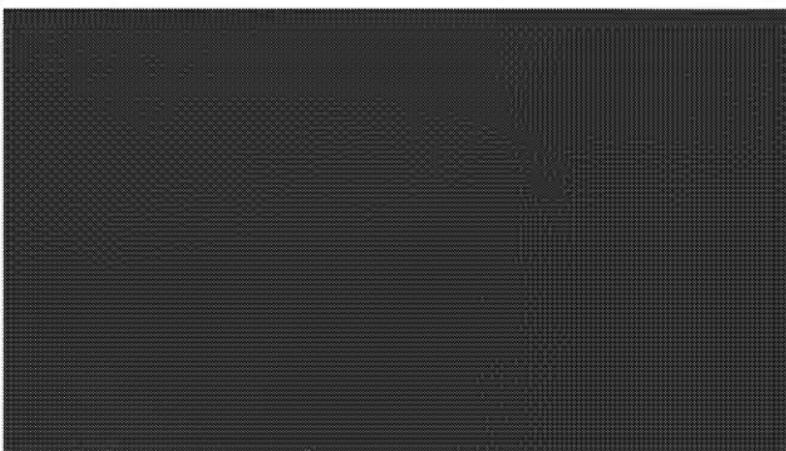
| | | | | | | |
|-----|---|------------|------------|------------|------------|------------|
| | Extraction Solution to be Used in Such Method | | | | | |
| 479 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

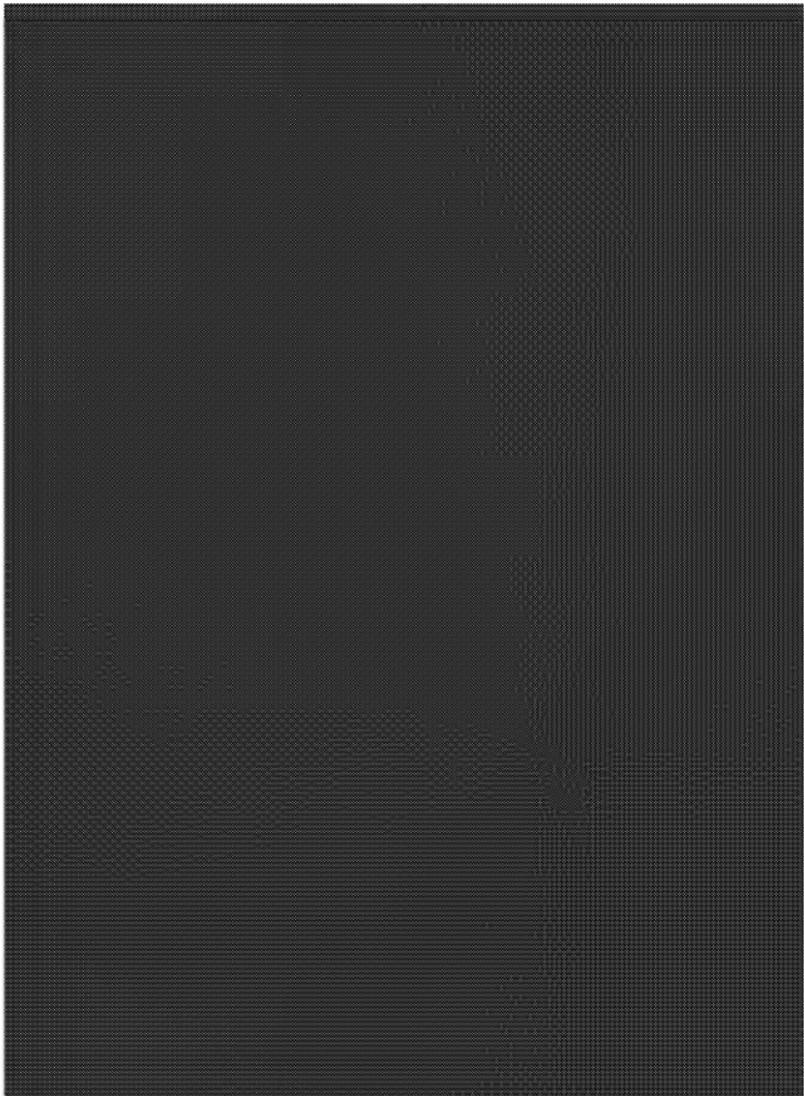
5.4(f) Registered Intellectual Property.

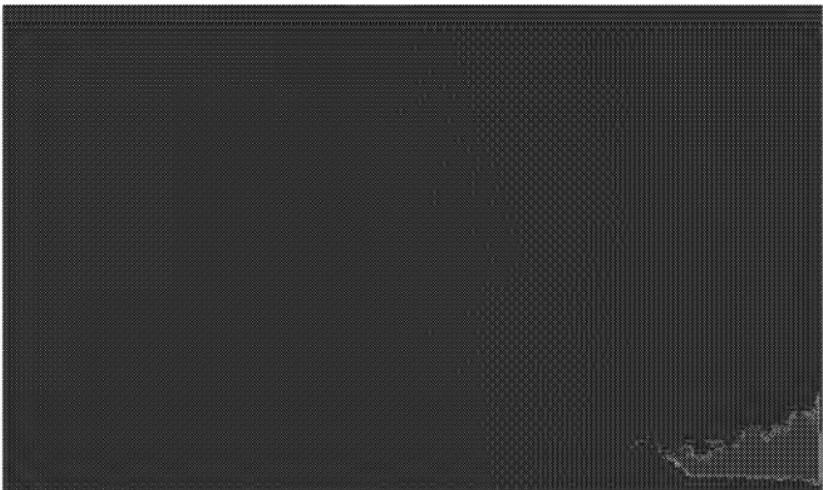


5.4(h) Outbound Licenses and Rights.

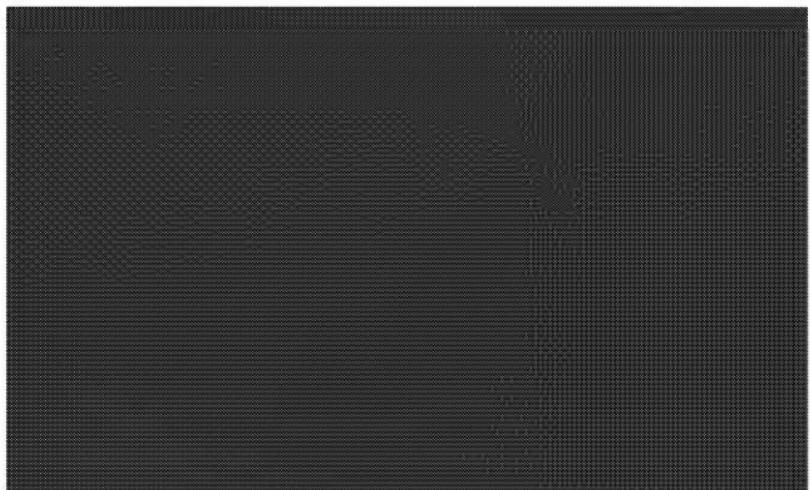
Collaboration and License/Supply Agreements







Supply/OEM/Distribution Agreements



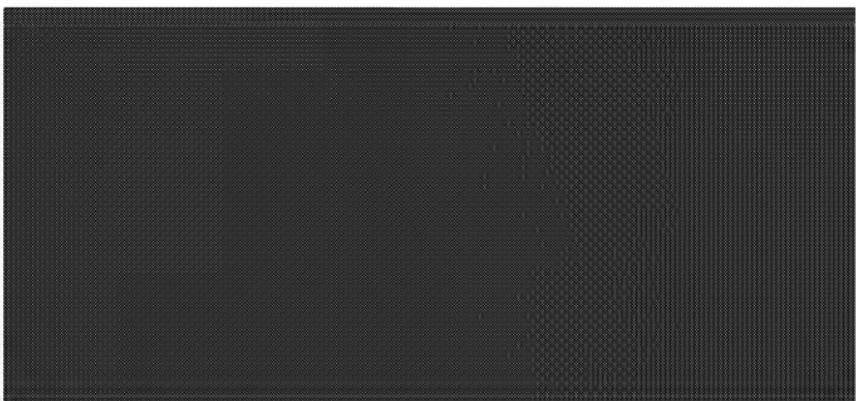
End User Licenses for MGB Products

5.4(j) No Violation of Seller's Rights.

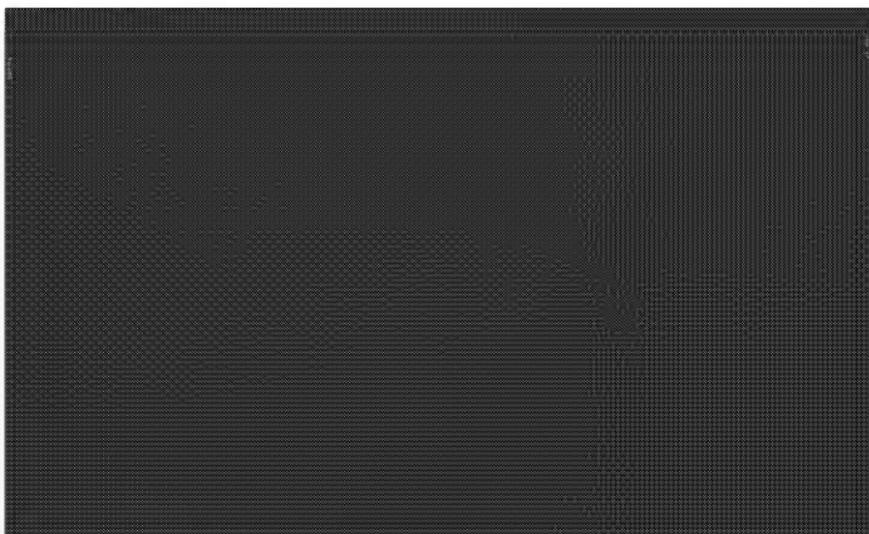
5.4(l) Confidentiality.

5.4(q) Delta Point Intellectual Property, etc.

Section 5.5 Changes

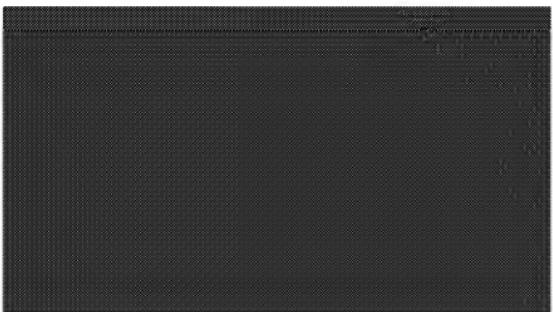


Section 5.6 Tax Matters

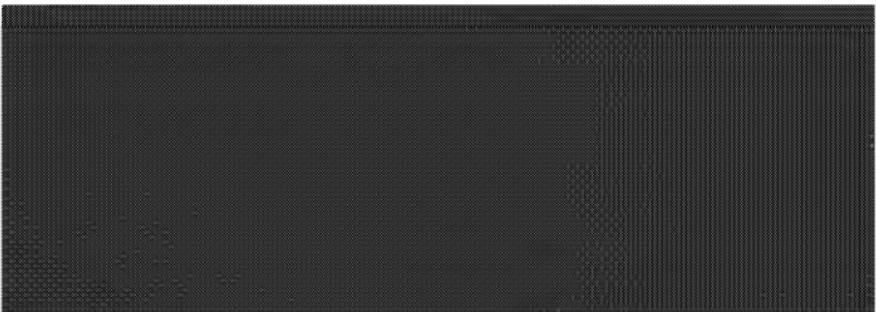


Section 5.9 Permits

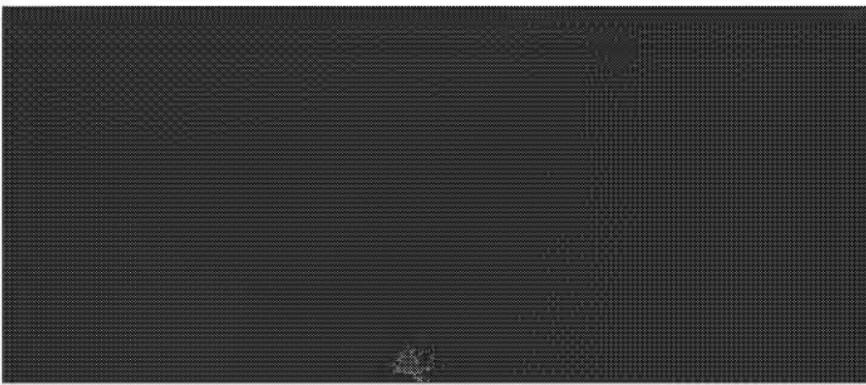




Section 5.10 Contracts

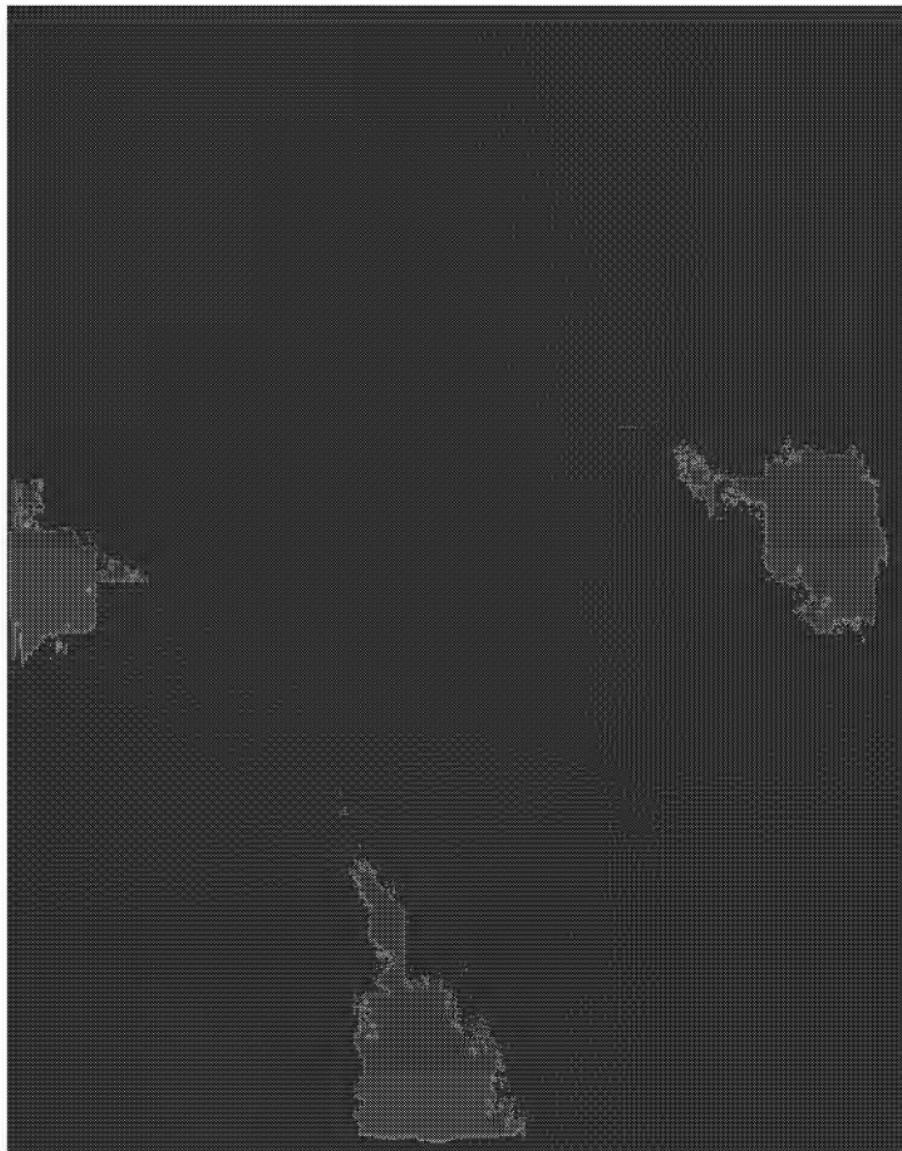


Section 5.10(a)(i) Negotiation of Material Assumed Contracts

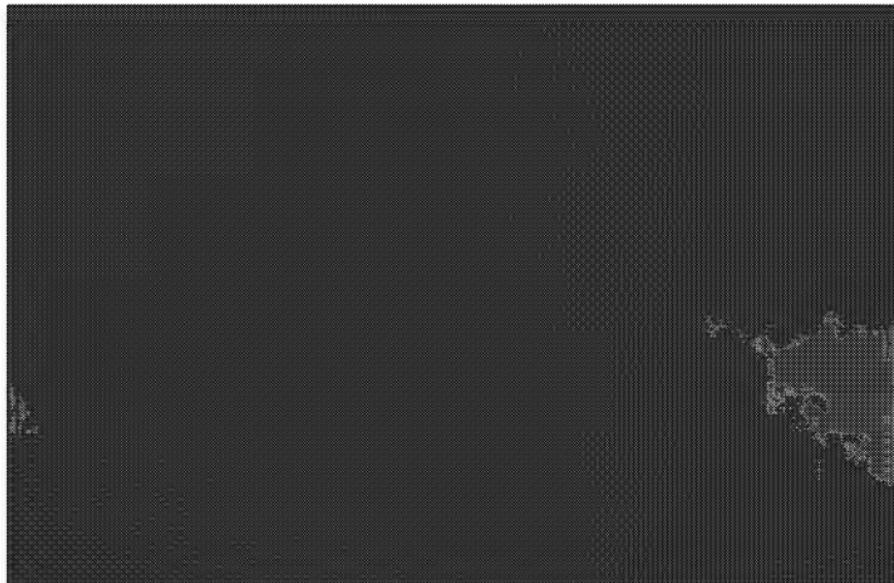


5.10(c)





Section 5.12 Legal Proceedings



5.12(b)



5.12(c)



Section 5.13 Brokers' Fees

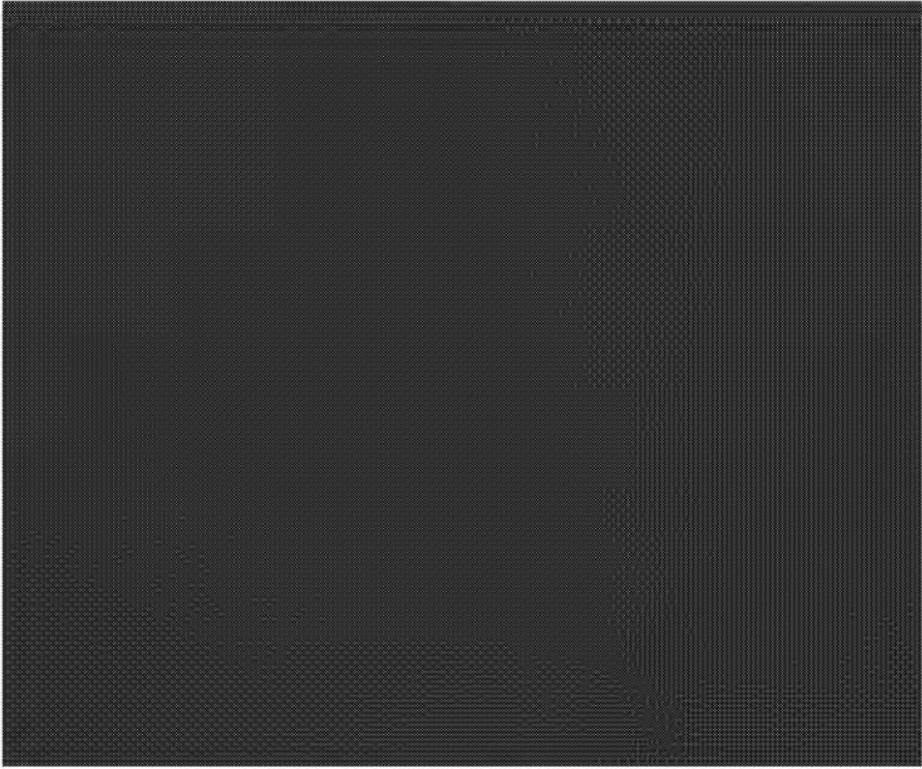
Section 5.14 Customers and Suppliers

Section 5.15 Warranty Claims

Section 5.18 Prepayments, Prebilled Invoices and Deposits

Section 5.19 Insurance

Section 5.20 Employees and Subcontractors



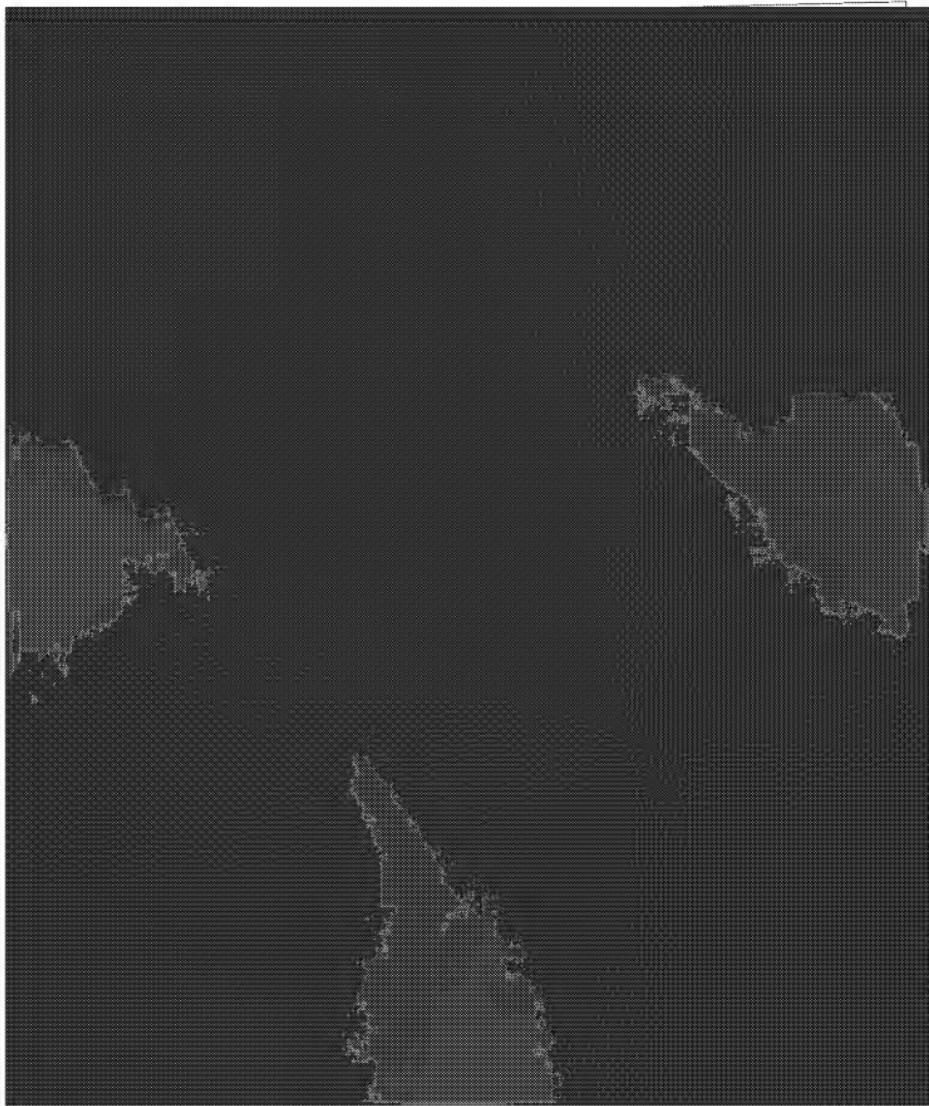
NANOGEN, INC. MDx EMPLOYEES



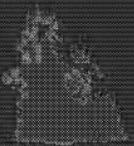
EPOCH CONSULTANTS







Section 5.21 Employee Benefits





Section 5.22 Environmental Matters.



Section 5.23 Certain Business Relationships with Affiliates



Section 5.25 Deposit



